



तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009के अंतर्गत स्थापित)

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

नीलक्कुडीपरिसर/Neelakudi Campus, तिरुवारूर/Thiruvapur - 610 005.

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

TENDER No.37/2016-17

10.02.2017

NOTICE INVITING TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SPLIT AIR CONDITIONER FOR ACADEMIC DEPARTMENTS AND ADMINISTRATION, CENTRAL UNIVERSITY OF TAMIL NADU, TIRUVARUR

Central University of Tamil Nadu, invites sealed tender under Two-Bid System (Technical Bid –Annexure–I, Commercial Bid – Annexure–II) for **Supply, Installation, Testing and Commissioning of Split Air Conditioner for Academic Departments and Administration, At Central University of Tamil Nadu** as detailed in the enclosed schedule from reputed manufacturers/authorized suppliers of reputed manufacturers fulfilling the eligibility criteria of the University given in this tender notification. The requirement given is only tentative and may increase or decrease.

The tender documents may be obtained from the Office of the Registrar, Central University of Tamil Nadu, Thiruvapur by paying a fees of **Rs.1000/-** or downloaded from www.cutn.ac.in. The tenderers who are downloading the document from the website are required to enclose a Demand Draft for **Rs.1000/-** drawn in favour of **Central University of Tamil Nadu** payable at **Thiruvapur/Tiruvapur**, 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 Split Air Conditioner should be enclosed. The sale of tender documents will close at **15:00 hours** on the day 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 Supply, Installation, Testing and Commissioning of Split Air Conditioner for Academic Departments and Administration, Central University of Tamil Nadu - 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 Supply, Installation, Testing and Commissioning of Split Air Conditioner for Academic Departments and Administration, Central University of Tamil Nadu Tender Notice No.37/2016-17**. The technical details of the Split Air Conditioner (**as per Annexure-III**) 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, Thiruvapur-610 005** by post/courier or by hand on or before **20.03.2017, 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.

The technical bids shall be opened by the Tender Committee in the presence of authorized representatives of the bidders on **20.03.2017** at **17:00 hours**. The technical bids will be evaluated by an expert committee constituted for the purpose and based on the recommendations of the committee, the financial bids of only the technically acceptable offers, as recommended by the committee, will be opened.

The institute reserves right to reject any or all tenders without assigning any reason thereof. The University also reserves the right to buy only selected items (and not all) without assigning any reason. The recommendations of the committee and the decision of the University are binding and final.

Who can bid?

1. The tenderer should be dealing with the supply of similar Split Air Conditioner at least FIVE years as on 01-04-2016.
2. The tenderer should have an annual turnover of at least Rs. 2.5 Crore during the last THREE financial years viz. 2013-2014, 2014-2015 and 2015-2016 (each year).
3. As the University is located in the rural terrain and facing continuous problems in installation and repair of the Split Air Conditioner, the University requires that the firms that supply the Split Air Conditioner should have authorized service centers in and around Thiruvarur (i.e. Chennai/Thanjavur/Kumbakonam/Trichy and Puducherry).
4. The tenderer should undertake to provide comprehensive onsite maintenance during the warranty period and should be able to rectify/attend the complaints within 2 days of the receipt of complaint (excluding Saturday, Sunday or any closed holidays) during the warranty period.
5. The tenderer should be either an original manufacturer or the authorized dealer having been established in the field for minimum period of FIVE years as on 01-04-2016.
6. The firm should have registered with CST/ and VAT (State Government).
7. The bidder should have supplied similar Split Air Conditioner to at least three reputed central government educational/research institutions. Supporting documents such as purchase orders, work completion certificates should be attached along with the bid.
8. An undertaking to provide comprehensive onsite maintenance during the warranty period should be given by the bidder.
9. The tenderer should have fulfilled all legal/statutory requirement to carry on the business of manufacturing/selling Split Air Conditioner.
10. The manufacturer should have a standard price list of its products all over the country and must submit a copy of the said list with the Technical Bid.
11. The Technical Bid must be accompanied by the manufacturer's catalogue/ brochures and photograph etc. (in original) in respect of the product offered.

Important Dates:

Events	Date	Time	Venue
Date of Commencement of Sale of Tender Document	10.02.2017	10.00 hrs.	-
Last date of sale of Tender Document	03.03.2017	15.00 hrs	-
Last date of submission of tenders	20.03.2017	16.00 hrs	-
Opening of Technical Bids	20.03.2017	17.00 hrs	Conference Hall Administrative Block, Room No. F1-02, (First Floor). CUTN

Date: **10.02.2017**

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), Thiruvapur, hereinafter called “**Purchaser**”, invites bid for supply, installation of Split Air Conditioner for Academic Departments and Administration and warranty of **5 (Five) Years for Compressor and 1(one) Year for Machine**.

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. Amendment of Tender Document

4.1. 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).

4.2. 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.

5. Language of Bid

5.1. 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.

5.2. 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.

6. Documents Comprising the Bid

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

- a. Earnest Money Deposit (EMD);
- b. Separate envelopes for technical as well as commercial bid sealed and put together in a sealed cover along with EMD.
- c. Documents establishing conformity of the Split Air Conditioner to the Tender Document;
- d. Bidder's company related information. The bidder should furnish photocopies of the Company Registration PAN and TIN.
- e. Copy of Tender Document marked “Original” with each page signed and stamped to acknowledge acceptance of the same;
- f. Any other information, which the Bidder wishes to provide.
- g. Users list of same or at least closely similar Split Air Conditioner supplied for similar purpose.
- h. As the University is located in the rural terrain and facing continuous problems in installation and repair of the Split Air Conditioner, the University requires that the firms that

supply the Split Air Conditioner should have authorized service centers in and around Thiruvavur (i.e. Chennai/Thanjavur/Kumbakonam/Trichy and Puducherry) jurisdictions.

- i. The bidder should have consistent annual turnover of at least Rs.2.5 Crore for the last THREE financial years (2013-2014, 2014-2015 & 2015-2016) and should produce audited financial statements or financial statement showing turnover duly certified by a Chartered Accountant as proof of the same for the above mentioned financial years.
- j. The bidder should have supplied similar Split Air Conditioner 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.
- k. An undertaking to provide comprehensive onsite maintenance during the warranty period should be given by the bidder.
- l. The bidder should be a reputed manufacturer or an authorized suppliers of reputed manufacturers for the Split Air Conditioner quoted in the tender; a certificate to this effect should be attached with the bid.

7. Format and Signing of Bid

7.1. 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.

7.2. 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.

8. Sealing and Marking of Bids

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

8.2. The envelope shall

- be addressed to **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvavur – 610 005.**
- bear the reference number, the title of the Tender Document (Tender Notice No. 37/2016-17), and
- bear the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.

8.3. 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.

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

9. Bid Prices

9.1. Prices must be quoted separately for each Split Air Conditioner/item identified.

9.2. Price quoted for Split Air Conditioner must include all costs associated with packing, transportation, insurance, all duties and levies, delivery of Split Air Conditioner, loading and unloading on DOOR DELIVERY basis to the university at Thiruvavur including its installation.

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

10. **Bid Currency:** Prices of Split Air Conditioner shall be quoted in Indian Rupees.

11. Conformity of the Tender Document

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

11.2. The documentary evidence of conformity of the Split Air Conditioner 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 Split Air Conditioner that the Bidder is proposing to supply;
- (b) Technical details of the major subsystems/components of the Split Air Conditioner;

12. Firms registered with NSIC

This tender as per circular no F.N.22 (1)/2003/EP&M dt 29/07/2003 from Ministry of Micro, Small & Medium Enterprise, Govt. of India under the Govt. Stores Purchase Programme extends following benefits to the tenderers registered with NSIC.

- (i) Issue of Tender sets free of cost.
- (ii) Exemption from payment of earnest Money.
- (iii) Waiver of Security Deposit to the Monetary Limit for which the unit is registered
- (iv) Price preference up to 15% over the quotation of large –scale units.

13. Earnest Money Deposit (EMD)

13.1. The Bidder shall furnish, as part of its bid, an EMD of **Rs.2,20,000/-** and that shall be interest free.

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

13.2. The EMD shall be in the form of a demand draft drawn in favour of **Central University of Tamil Nadu** and payable at **Thiruvarur/Tiruvarur**. The EMD may also be in the form of Bank Guarantee (**ANNEXURE-V**).

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

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

13.5. The EMD may be forfeited under the following circumstances.

If a Bidder:

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

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

15. Deadline for Submission of Bids

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

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

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

17. **Modification and Withdrawal of Bids**

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

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

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

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

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

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

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

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

18. **Opening and Examination of Bids**

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

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

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

18.4. The Purchaser will ensure the bids that they are complete, whether no computational errors have been made, whether required security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

18.5. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, *the unit or subtotal price shall prevail* and the total price shall be corrected. If there is a discrepancy between words and figures, *the amount in words shall prevail*. If a Bidder does not accept the correction of errors, the bid will be rejected and its EMD may be forfeited.

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

18.7. 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 Split Air Conditioner; **OR**

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

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

18.8. 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.

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

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

21. Contacting the Purchaser

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

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

22. Award Criteria

22.1. Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the lowest bid evaluated.

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

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

23. Award of Purchase Order

23.1. Prior to the expiration of the period of bid validity, the Purchaser will issue the Purchase Order to the successful Bidder in writing.

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

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 for 10% of the order value amount specified. **This 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-VI** 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 **Thiruvavur/Tiruvarur**.

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

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) Split Air Conditioner 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, 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 Split Air Conditioner/items given in Tender Document.
- (b) Installation of the Split Air Conditioner, as and when required.
- (c) Supply of Split Air Conditioner and any other documents specified in the Contract.
- (d) Maintenance (Free service) of the Split Air Conditioner during the warranty period.

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 of Split Air Conditioner 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 and Installation of the Split Air Conditioner

29.1. The delivery period should be 30 days or within the period mutually agreed between purchaser and supplier

29.2. The Supplier shall thereafter proceed with the installation of the Split Air Conditioner within the period specified, unless another date is mutually agreed.

30. Terms of Payment

30.1. 90% payment will be released after satisfactory delivery, installation and after getting a certification of quality of the entire consignment by the quality Inspection Committee of the Split Air Conditioner and remaining 10% will be released on submission of a Bank Guarantee for equivalent value (10%) as performance security to cover the Warranty of **5 (Five) Years for Compressor and 1(one) Year for Machine** from the date of delivery of the materials.

30.2. If any time before the delivery of the Split Air Conditioner, it is found that the same Split Air Conditioner 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. The University will look into a reasonable past period to ensure this.

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

32. Penalties

32.1. 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.

32.2. The Purchaser reserves the right to terminate the contract if the Supplier defaults on any of the time limits more than 60 days.

33. Defect Liability

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

33.2. The Warranty Period shall commence from the date of validation of the Split Air Conditioner and shall extend for the length of time specified in the tender document supra.

33.3. If during the Warranty Period any defect found in the Split Air Conditioner, 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 Split Air Conditioner, Subassembly or

component that has been replaced by the Supplier shall become the property of the Supplier and the new substituted/replaced Split Air Conditioner in good condition shall become the property of the purchaser.

33.4. Validation of the Split Air Conditioner shall be carried out by the Supplier each time a major repair is carried out in the Split Air Conditioner during the warranty period.

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

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

35. Intellectual Property Rights Warranty and Indemnity

35.1. The Supplier hereby represents and warrants that the Split Air Conditioner as supplied, installed 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 of the Split Air Conditioner:** The time limit for supply, installation 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. **Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of India.

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

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

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

SUMMARY SHEET:

Purchaser	Central University of Tamil Nadu
Purchaser's address	Central University of Tamil Nadu, Neelakudi Campus, Thiruvavur – 610 005.
Tender Document Fees	Rs.1000/-
EMD	Rs.2,20,000/-
Period of Bid Validity	The Bids shall be valid for a period of One Hundred and Eighty (180) days from the date of deadline for the submission of bids.
Deadline for the submission	Time: 16:00 hours; Date: 20.03.2017
Time Date and Venue for opening of Bids	<u>Technical Bids</u> Time: 17:00 hours; Date: 20.03.2017. Venue: 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 Split Air Conditioner	30 days from the date of issuance of Purchase Order.
Deadline for the Installation and Commissioning of Split Air Conditioner	Two (02) weeks from the deadline for supply of Split Air Conditioner.
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	Warranty of 5 (Five) Years for Compressor and 1(one) Year for Machine from the date of delivery of the materials.

Technical Bid
(To be enclosed in a separate Sealed Cover)

Company Profile	
Name	
Address of the registered office	
Name & Designation of CEO	
Email ID & Contact numbers of CEO	
Nature of Business	
Years of Established	
Years of operations in India	
Location of offices in India	
Alliances for the purpose of this Bid	
Details of alliance(s)	
Type of alliance(s)	
Experience/Credentials	
Number of similar units installed in India	
Number of similar units installed in Thiruvapur/Chennai/Trichy/ Tanjore/Kumbakonam/Puducherry or any other nearby city/town	
List of satisfied customers in India	
Technical details of the requirement	
Service Support in India	
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 Split Air Conditioner offered	
Number of trained service engineers for the Split Air Conditioner offered stationed in Thiruvapur/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	
Availability of spares in India	
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 Split Air Conditioner to be provided by the tenderer
as in **Annexure-IV**

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. Year of starting of manufacturing
 - j. PAN Number
 - k. TIN Number

2. Application fee of Rs. _____ DD No. _____ Dated _____

3. EMD of Rs. _____ DD No. _____ Dated _____

4. Total Annual Turn-over (value in INR) (2013-2014, 2014-2015& 2015-2016)(Balance Sheet and Profit & Loss Account duly certified by a Chartered Accountant to be attached).

5. 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 item is to be given the format mentioned below:

Sl. No.	Item Description	Qty. (in Nos.)	Cost per Unit (INR)	Total Cost (Inclusive of all taxes & delivery/ Installation charges) (INR)
1.	<u>2 Ton Hi Wall Split Air Conditioner</u> Supplying, Installing, Testing and Commissioning of 2 Ton Hi-wall Split Air Conditioner with Voltage Stabilizers of 5 KVA capacity of V-Guard or equivalent make including making connection, drilling the wall/altering window making good the same etc., as required. Make: Equivalent to Carrier/Onida/LG/Blue Star/Voltas/ Daikin. Star Rating: 5 Star.	150 Nos.		
2.	<u>1.5 Ton Hi Wall Split Air Conditioner</u> Supplying, Installing, Testing and Commissioning of 1.5 Ton Hi-wall Split Air Conditioner with Voltage Stabilizers of 5 KVA capacity of V-Guard or equivalent make including making connection, drilling the wall/altering window making good the same etc., as required. Make: Equivalent to Carrier/Onida/LG/Blue Star/Voltas/ Daikin. Star Rating: 3 Star.	9 Nos.		
3.	<u>1.0 Ton Hi Wall Split Air Conditioner</u> Supplying, Installing, Testing and Commissioning of 1.0 Ton Hi-wall Split Air Conditioner with Voltage Stabilizers of 5 KVA capacity of V-Guard or equivalent make including making connection, drilling the wall/altering window making good the same etc., as required. Make: Equivalent to Carrier/Onida/LG/Blue Star/Voltas/ Daikin. Star Rating: 5 Star.	02 Nos.		
4.	Supply of heavy duty readymade angle of Mild Steel suitable for mounting 1/1.5/2 Ton Split Air Conditioner outdoor unit including anchor fasteners.	Per Set		
5.	Extra copper pipe with insulation and indoor to outdoor wiring for Split Air Conditioner should also be the part of the scope of work.	Per Mtr		
		Total (A)		
		Other Charges, if any (B)		
		Grand Total (A+B)		
Grand Total (Inclusive of all taxes) (In Words)		(In Figures)		

2. The Price quoted for materials must include all costs associated with installation, commissioning, packing, transportation, transit insurance, all duties and levies, delivery of materials, loading and unloading on **DOOR DELIVERY** basis to the university at Thiruvapur.
3. The quote should include a warranty of **5 (Five) Years for Compressor and 1 (one) Year for Machine** from the date of delivery of the materials.
4. Maximum educational discount as could be offered should be mentioned.
5. The tenderer/ bidder is required to provide a total implementation solution to CUTN which will include the following:
 - a) Supply, Installation & Commissioning of Air Conditioners.
 - b) Appropriate awareness training should be provided to the concerned officials of CUTN.
 - c) All conducting, wiring and associated ducting.
 - d) Any other services that may be required for the systems to be implemented and integrated with the rest of CUTN infrastructure. For this purpose, the tenderer/ bidder may visit CUTN premises to obtain any information they may require to design the total solution implementation for CUTN.
6. Prices quoted should be inclusive of all charges viz. installation, acceptance test and charges for warranty of 5 years for compressor and 1 year for machine. 24 hours CRT (Call Resolution Time), 365 days including Saturdays and Sundays, off hours support, escalation Matrix up to three (3) level. In case the warranty is for one year by default, the vendor shall quote for the support pack from the principal manufacturer, so as to validate the warranty for 5 years for compressor and 1 year for machine.

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

QUOTATION BREAKUP

Sl. No.	Item Description	Qty. (in Nos.)	Make	Model No. & Star Rating	Cost Per Unit (INR)	VAT / CST	Transportation / Freight Charges up to University	Total (Inclusive of all Taxes)
1.	2 Ton Hi Wall Split Air Conditioner Supplying, Installing, Testing and Commissioning of 2 Ton Hi-wall Split Air Conditioner with Voltage Stabilizers of 5 KVA capacity of V-Guard or equivalent make including making connection, drilling the wall/altering window making good the same etc., as required. Make: Equivalent to Carrier/Onida/LG/Blue Star/Voltas/Daikin. Star Rating: 5 Star.	150 Nos.						
2.	1.5 Ton Hi Wall Split Air Conditioner Supplying, Installing, Testing and Commissioning of 1.5 Ton Hi-wall Split Air Conditioner with Voltage Stabilizers of 5 KVA capacity of V-Guard or equivalent make including making connection, drilling the wall/altering window making good the same etc., as required. Make: Equivalent to Carrier/Onida/LG/Blue Star/Voltas/Daikin. Star Rating: 3 Star.	9 Nos.						
3.	1.0 Ton Hi Wall Split Air Conditioner Supplying, Installing, Testing and Commissioning of 1.0 Ton Hi-wall Split Air Conditioner with Voltage Stabilizers of 5 KVA capacity of V-Guard or equivalent make including making connection, drilling the wall/altering window making good the same etc., as required. Make: Equivalent to Carrier/Onida/LG/Blue Star/Voltas/Daikin. Star Rating: 5 Star.	02 Nos.						
4.	Supply of heavy duty readymade angle of Mild Steel suitable for mounting 1/1.5/2 Ton Split Air Conditioner outdoor unit including anchor fasteners.	Per Set						
5.	Extra copper pipe with insulation and indoor to outdoor wiring for Split Air Conditioner should also be the part of the scope of work.	Per Mtr						
	Total (A)							
	Other Charges, if any (B)							
	Grand Total (A+B)							
Grand Total (Inclusive of all taxes)(In Words)								

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

**Signature and seal of the bidder
Annexure-III**

Specification for 2 Ton / 1.5 Ton Split Air Conditioner:-

Sl. No.	Description of Item	Qty.
01.	<p><u>2 Ton Hi Wall Split Air Conditioner</u> Supplying, Installing, Testing and Commissioning of 2 Ton Hi-wall Split Air Conditioner with Voltage Stabilizers of 5 KVA capacity of V-Guard or equivalent make including making connection, drilling the wall/altering window making good the same etc., as required. Make: Equivalent to Carrier/Onida/LG/Blue Star/Voltas/Daikin. Star Rating: 5 Star.</p>	150 Nos.
	<p><u>1.5 Ton Hi Wall Split Air Conditioner</u> Supplying, Installing, Testing and Commissioning of 1.5 Ton Hi-wall Split Air Conditioner with Voltage Stabilizers of 5 KVA capacity of V-Guard or equivalent make including making connection, drilling the wall/altering window making good the same etc., as required. Make: Equivalent to Carrier/Onida/LG/Blue Star/Voltas/Daikin. Star Rating: 3 Star.</p>	9 Nos.
02.	<p><u>1.0 Ton Hi Wall Split Air Conditioner</u> Supplying, Installing, Testing and Commissioning of 1.0 Ton Hi-wall Split Air Conditioner with Voltage Stabilizers of 5 KVA capacity of V-Guard or equivalent make including making connection, drilling the wall/altering window making good the same etc., as required. Make: Equivalent to Carrier/Onida/LG/Blue Star/Voltas/Daikin. Star Rating: 5 Star.</p>	02 Nos.
	<ul style="list-style-type: none"> • Supply of heavy duty readymade angle of Mild Steel suitable for mounting 1/1.5/2 Ton Split Air Conditioner outdoor unit including anchor fasteners. • Extra copper pipe with insulation and indoor to outdoor wiring for Split Air Conditioner should also be the part of the scope of work. 	

Terms & Conditions:-

1. The air conditioner shall be in compliance to the specifications mentioned in Annexure-III of the tender and shall be of the latest technology, best quality and high standards.
2. Copper pipe should be used between indoor and outdoor unit of the AC unit.
3. The condenser, liquid line and evaporator coil of the AC unit should be of copper coil.
4. The rate should be confirm and no subject to any variation thereof.
5. The rate quoted shall be inclusive of freight, excise duty, sales tax, transportation etc.,
6. A warranty of 5 years for compressor and 1 year for machine shall be given for the AC unit invariably at the time of installation.
7. Payment will be paid only after satisfactory supply, installation and commissioning of the AC machines in the University premises.
8. The rates for the items to be quoted in the enclosed schedule format only otherwise, the quotation in any other format is considered as invalid quotation.
9. If the specification mentioned by the bidder is deviated from the specification proposed by the University, bidder has to give compliance in prescribed format given below:

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

Compliance Statement to specifications of the Split Air Conditioner

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

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Central University of Tamil Nadu, Thiruvapur (hereinafter called "the Purchaser") of the other part.
2. Whereas the Purchaser has awarded the contract for Supply and Installation of _____ (name of the Split Air Conditioner) (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