Tender Notice

Notice Inviting Tenders

University

TENDER TERMS AND CONDITIONS

The specifications of tendered equipment (at Annexure-I), ------ and Tender Terms & Conditions (at Annexure-III) can be downloaded from ------ University website. Tenderer are required to submit quotation in:

- 1. Print forms Hard Copy.
- 2. Any additional item(s)/accessory found necessary and not included in the EMRC specifications should be quoted separately.
- 3. In the list of equipment at Annexure-I, make and model number, if any, has been indicated for illustration/reference only. Any equivalent / better make/model with similar functions and operations would also be considered.

- 4. Being an educational Institution, Government of India has extended concessional Custom Duty to ------ University. Therefore equipment price in convertible foreign currency should be quoted by the Tenderer, for equipment not manufactured in India.
- 5. Most of the manufacturers, world over, offer Educational discount while offering equipment and software package to Educational Institutions. The tenderer should therefore also, offer such discounts while quoting prices against the Tender.
- 6. The manufacturer/representative shall submit the Performa invoices to ------ University. Once a tender is accepted for the purchase, the ------ University will place the purchase orders for their respective requirements after verifying that the rates and terms and conditions as given in the Performa invoice agreed with those of accepted tender.
- 7. ------ University reserve the right to purchase varying quantity of material, less or more than the quantity specified in the tender.
- 8. The Tenderer should quote:
 - I. The unique ----- University Tender number (which appears as Tender No. of ----- University).
 - II. Date of Advertisement, on all correspondences related to Tender, such as Earnest money deposit, forwarding letter, technical and commercial bids etc.
- 9. The tenderer should submit Technical and Commercial bids of **each item** of the ------- University tender **in a separate cover**. The tenderer should further put both the bids in an outer cover super scribing the **item no., tender no. and due date** of opening on the outer cover, so that tender of each item can be separately opened by the ------- University.
- A) Part-I of the tender papers should contain technical specifications, product features, detailed literature, brochures, etc. pertaining to the equipment and the envelope be marked as **Technical Bid**. The Tenderer should also submit original copy of the earnest money (**Demand Draft**) in technical bid. The Tenderers must submit a compliance statement of each of the quoted items, as per our specifications otherwise their quotation. will be rejected
 - **B)** Part-II of the tender paper should contain all the commercial aspects such as pricing, Photo copy earnest money and other related information and the envelope be marked as **Commercial Bid**. Tenderer must clearly mark and state on the first page, the total number of pages in commercial bid.

- 11. Earnest money value of 2%-5% of the value of equipment, in the form of a Demand Draft in the name of Registrar of ------ University should be submitted with the tender in Technical Bid. The EMD draft should be made in the name of ------ University payable at -----. The earnest money should be valid for nine months from the date of opening the tender. No interest will be paid against EMD.
- 12. A security deposit at 5% of the value of SITC order shall be obtained by the Director, ------- University or as the case may be, from the supplier in the form of a Bank Guarantee for equivalent amount as a guarantee for satisfactory performance of contract. The security deposit shall be refundable on satisfactory completion of contract and on the expiry of stipulated warranty period of equipment which would be a minimum period of 24 months from the date of receipt of equipment or from the date of installation/ commissioning whichever is later, if the same is required to be done from the supplier. If the tenderer is not able to supply against the purchase order, the security deposit will be forfeited.
- 13. The tender quoting equipment, not manufactured in India, in Indian Rupees and utilizing the custom exemption certificate, must give an undertaking that the equipment imported by him on behalf of EMRC, ------ University, shall be directly imported from the manufacturer/ principles. In this transaction, involvement of intermediary firm shall be summarily rejected.
- 14. Offers made by Authorized, Indian Representative, on behalf of the original equipment manufacturer (OEM), should submit an Authorization letter from the OEM with reference to the specific ------------- University tender no., authorizing the Indian representative to quote on behalf of OEM. Such Authorization letters should be submitted against each of the major equipment quoted in the system. The Authorization letters should be submitted in Technical Bid Cover and copy in Commercial Bid Cover.
- 15. **Custom Duty:** Custom Duty is applicable to ------- University against custom duty Exemption Certificate. Therefore, ------ University will provide only custom duty exemption certificate to vendor/ supplier. However, all required documentation LC/TT opening & custom clearance processing shall be done by Vendor (S) on behalf of ------ University. All the charges, custom clearance charges, freight and DO charges, custom duty, local transportation charges etc., shall be inclusive & paid by vendor(S).
- 16. CHA (Custom House Agent) and Freight Forwarder shall be appointed by Vendor itself and necessary formalities to clear the goods from custom and freight forwarder shall be done by supplier/ Vendors.
- 17. The **COMMERCIAL BID** should contain the following information:

- a. The FOB value, the CIF value for import by airfreight up to ------ University and for air parcel post up to ----- University should be separately indicated.
- b. The FOB and CIF value for import should be inclusive of freight forwarding Charges, local transport charges, all taxes, levies and duties arising in the country of origin.
- c. In respect of items which are not to be imported, FOR value up to ----------- University, New locations should be quoted.
- d. Reference should be given to serial number of item as per our list of Equipment enclosed to contract document for each item of equipment quoted by the tenderer.
- e. Discount/rebate, if any, in quoted prices and the conditions of availability.
- f. All essential items including cables, connectors, etc, needed for complete installation for the smooth operation of the equipment shall be assumed to have been included in the quoted prices/items if these have not been quoted separately.
- g. Charges on account of installation, commissioning and user training, if any, should be quoted separately.
- h. O peration and maintenance manuals both Hard & Soft Copy and necessary extension boards should be supplied with the equipment.
- Separate rates may be quoted for optional items, if any, which may enhance performance efficiency beyond the normal performance of items quoted by you. The extent and manner of increase in efficiency needs to be suitably explained.
- j. For proposals which are computer based integrated equipment for which tenders are invited, the supplier / manufacturer the tenderer must ensure:
 - i. Should supply all the software, which are bundled in the equipment and should also be supplied, in DVD/ Pen drive format and as original copy.
 - ii. Should give guarantee / warrantee for a period not less than two years.

 - iv. Should submit quote against each item:
- $\hbox{a.} \qquad \hbox{Annual comprehensive maintenance contract.}$

- b. Non comprehensive maintenance contract, to be effective after the warranty period is over.
- k. The tenderer should submit a certificate from the original equipment manufacturer (OEM), that the integrated product quoted by the tenderer has the approval of the manufacturer and the manufacturer stands to support the total integrated product for future AMC, for a period of five years, of the tendered product purchased by the ------- University and shall supply of all components, if needed.
- The Tenderer should submit list of similar supplies or projects Undertaken by it, showing schedule of dates of delivery of entire equipment, software, approx. volume, Installation, Testing and commissioning, with reference to the date of signing of such contracts.
- m. Earliest delivery period/schedule should be indicated clearly.
- n. Country of origin of the goods/equipment.
- o. The tenderer should provide warranty/Guarantee for quoted product for a Period of two years. The tenderer should also give an undertaking that during warranty period, if any defect in the supplied equipment is noticed by the Purchaser, the supplier or his representative shall rectify the defect or replace the defective item free of cost at the Purchaser's site within a period of 30 days of his notification.
- p. Your banker's name and address.
- q. List of spares recommended for satisfactory operation for a minimum period of three years and their quoted prices is given separately with full justification.
- r. Programme of work showing the schedule of dates of:
 - (i) Delivery of entire equipment and software.
 - (ii) Installation.
 - (iii) Testing and commissioning.
- (IV) Measurement of Acoustic parameters after completion of acoustic treatment of the studio.

18. Equation of Currency for Evaluation of Tenders

For evaluation and comparison purposes only, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in Indian Rupees, as available in the National Dailies on the day of opening the tender, using the selling exchange rates established by the source and on the date the bid is opened.

19. Terms & Conditions of Payment:

A. For equipment to be imported:

Full payment of net F.O.B. value shall be released through Letter of Credit as per Purchase Order of the bidder on proof of dispatch by foreign manufacturer/supplier.

B. For equipment manufactured in India or already imported in to India.

- i. 90 percent payment shall be released after inspection and receipt of stores in good condition.
- ii. Balance 10 percent after three months of satisfactory performance from the date of commissioning.

C. Payment of software, installation, testing, commissioning and performance.

The payment of software, installation, testing, commissioning will be made as follows:

- i. 30 percent payment against bank guarantee after the equipment is delivered to the consignee in good condition.
- ii. The balance 70 percent will be released after commissioning and satisfactory performance of the networking of the system.

D. Vendor qualification for Design of software jobs and Development of e-

content:

1. The annual business of the OEM should not be less than Rs. 2 Crore.

II. The vendor should submit Income Tax Returns of last three years.

E. Mode of Payment regarding Design of software jobs:

- Should supply all the software, which are bundled in the equipment and should also be supplied, in DVD/Pen drive format and as original copy.
- II. Should give guarantee/ warrantee for a period not less than two years.
- III. Should submit quote against each item:
 - a. Annual comprehensive maintenance contract.
 - b. Non comprehensive maintenance contract, to be effective after the warranty period is over.
- V. The offer should be valid for a minimum period of Six months from the date of Opening of the tender.
- 20. The tenderer should submit a certificate from the original equipment manufacturer (OEM), that the integrated product quoted by the tenderer has the approval of the manufacturer and the manufacturer stands to support the total integrated product for future AMC, for a period of five years, of the tendered product purchased by the ------------------------- University and shall supply of all components, if needed.
- 21. The tender should submit list of similar supplies or projects undertaken by it, showing schedule of dates of delivery of entire equipment, software, approx. Volume, Installation, Testing and Commissioning, with reference to the date of signing of such contracts.
- 22. Earliest delivery period/schedule should be indicated clearly.
- 23. Country of origin of the goods/equipment.
- 24. The tenderer should provide warranty/Guarantee for quoted product for a period of two years. The tenderer should also give an undertaking that during warranty period, if any defect in the supplied equipment is noticed by the purchaser, the supplier or his representative shall rectify the defect or replace the defective item free of cost at the purchaser's site within a period of 30 days of his notification.

- 25. Your banker's name and address.
- 26. List of spares recommended for satisfactory operation for a minimum period of two year and their quoted prices be given separately with full justification.
- 27. Arrangements by supplier for training of staff in India for the maintenance of the equipment tendered by him and the charges, if any, payable by the purchaser.

28. Fraud and Corrupt Practices

- b) Without prejudice to the rights of ------------ University under Clause above and the rights and remedies which ------------ University may have under the LOI or the Agreement, if a Bidder is found by ----------- University to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by ------------ University during a period of 3 years from the date such Bidder is found by ------------ University to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

a.1. "Corrupt Practice" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ------ University who is

or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ------ University, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

- a.2. **"Fraudulent Practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- a.3. **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

a.4. "Undesirable Practice" means

- (i) Establishing contact with any person connected with or employed or engaged by ------ University with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- (ii) Having a Conflict of Interest; and
- a.5. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

29. Conflict of Interest

a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ------- University shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to ------ University for, inter alia, the time, cost and effort of ------ University including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to------- University hereunder or otherwise.

- times hold------ University's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of ------- University.
- c. Without limiting the generality of the above, Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - II. A constituent of such Bidder is also a constituent of another Bidder; or
 - III. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - IV. Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - v. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to

- each other's' information about, or to influence the Application of either or each of the other Bidder; or
- There is a conflict among this and other **Systems** VI. Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing software implementation and related solutions to ----- University for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- 30. The Purchaser will open the Bids received in the presence of the Bidders/ Bidders
 - representatives who choose to attend at the time, date and place specified in the announcement. The Purchaser shall inform the Bidders, whose Technical Bid are found responsive, of the date, time and place of opening of the Financial Bid. The Bidders so informed, or their representative(s), may attend the meeting of opening of Financial Bid.
- 31. ----- University reserves to itself the right of accepting the whole or any part of the offer and the tenderer shall be bound to perform the same at his quoted rates.
- 32. The Contract shall be interpreted, construed and governed by the laws of India. In case of any disputes, the same will be under jurisdiction of courts in ----- Only.

33. Check List for the Vendors:

EMD

For SITC Project	Rs

TENDER No Annexure-III

Bill of Material & Technical Specification.

(Annexure-I)

a	The Earnest money &Value.	
b	University Tender Number.	
c .	Quoted by Manufacture/ Representative.	
d	Whether the Firm has been Blacklisted by any Govt. Deptts.	
e .	Annual Turnover during last 3 years — minimum Rs. 2 Crores?	
f.	Valid Authorization letter from the OEM with reference to the specific University tender number.	
භ	Quotation of each tendered item submitted separately and in separate covers.	
h	Two bid system, Technical and Commercial bids for each item in separate and sealed covers.	
i.	Tender validity for Six months from the date of opening of the tender.	
j.	Undertaking that the Tenderer will provide after sale service, service & Operation Manual (Hard & Soft Copy) extension boards and spare parts for the equipment in India for a minimum period of five years.	
k	Compliance Statement.	
1.	Detailed technical literature, Specifications, relevant Diagrams.	
m	Submit list of similar supplies or projects undertaken.	

- 34. The offer should be valid for a minimum period of Six months from the date of opening of the tender.
- 35. If selected for purchase, the validity date of the tender(s) should be extended for a further period of 12 months from the date of acceptance of the tender for purchase.
- 36. If asked, the Tenderer must provide, at the ----- University premises, the working model of the equipment and demonstrate the Technical features of the equipment under quote.
- 37. Installation, testing and commissioning of the equipment purchased is to be done by supplier at the site free of cost if required.
- 38. Equipment standards to follow SD TV/HD TV, CCIR-B.PAL colour 625 lines, 50 Hz, 220 volts, unless otherwise specified in the order.
- 39. Quotations for each item must accompany the technical literature, electrical and mechanical specifications, flow Chart, drawings, etc.
- 40. The supplier should give an undertaking that he will provide after sale service of the equipment in India for a minimum period of five years.
- 41. The supplier should undertake to provide Operation & Service manual ((Hard & Soft Copy)), extension

boards and spare parts for the equipment in India through his representative in India, at least for a period of five years.

- 42. Tenders received after due date or incomplete in any respect will be rejected. The tenders must satisfy all the stipulated terms and conditions.
- 43. In the event of any of the Stores supplied by the Supplier being found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specification, the purchaser shall either reject the Stores or request the Supplier, in writing to replace or rectify the same. The Supplier, on receipt of such notice shall either rectify or replace the defective Stores free of cost to the Purchaser.
- 44. If the Supplier fails to rectify or replace the defective Stores as per Para 26; the

Purchaser may at his option after giving written notice to the Supplier:

- a. Replace or rectify such defective Stores by any means and recover the extra cost so involved from the Supplier; or
- b. Cancel the Contract as a whole or for any such items of equipment as are in default without prejudice to any other right or remedy available.
- 45. This inquiry is not a commitment for purchase and the Purchaser reserves the right to cancel or reject any or all offers.
- 46. Delivery and Commissioning of suppliers within time and date stipulated shall be essence of the contract.

 If the Supplier fails to do this with in the period specified in the award of contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct liquidated damages from the Contract Price not by way of penalty. Recovery from the supplier as agreed liquidated damages will be calculated @ 1 percent of the price of the total project delayed for each month of delay or part thereof, until actual successful commissioning of the network system up to a maximum deduction of 10 percent of the cost of contract price.
- 47. The Bidder is expected to examine all instructions, terms & conditions and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

48. **COMPLIANCE:**

A point by point compliance statement in print forms/hard copy from the principal manufacturer in respect of all the points laid down in this specification is to be enclosed along with the offer in the format given below. Mere signature on the copy of our specification shall not be accepted as a compliance statement.

Compliance statement in the format mentioned below shall only be accepted. The manufacturer should also record the performance figures of their equipment offered in the quote for which the compliance statement is enclosed. The figures so mentioned should be supported by record of these in the technical literature enclosed with the tender and reference to the page number of enclosed literature for all features and technical specifications should be mentioned in the relevant column.

Offers without the compliance statement or incomplete compliance statement shall be rejected with the sole responsibility of the tenderer.

Any deviation from the specification detailed in the compliance statement is to be highlighted separately.

Sr.		UNIVERSITY	Optional Items if any reqd. to make the item
No. Of UNIVERSITY	Compliance		Compliant to UNIVERSITY Specs.
	(Yes/No)		

Details of Tenderer:

1.	Name of Tenderer /Company Name	
2.	Registration Number	
3.	Registration Address	
4.	Name of Partners/ Directors	
5.	Bidder Type (Indian /Foreign)	
6.	City	
7.	State	
8.	Postal Code	
9.	Company's Establishment Year	
10.	Company's Nature of Business	
11.	Company Category (Micro unit as per MSME/ Small	
	Unit as per MSME/Medium Unit as per MSME/ Ancillary	
	Unit/ Project affected person at this Company /SSI/Other	
12.	Contact Details(Enter Company Contact Person Details)	
13.	Contact Name	
14.	Date of Birth(DD/MM/YY)	
15.	Correspondence Email (Correspondence Email ID can be	
	same as your login ID if available on CPP Portal. All the	
	mail correspondence will be sent only to the	
	correspondence email ID).	

16.	Company Legal Status (Limited /Undertaking/ Joint			
	Venture/ Partnership/Other).			
17.	Designation			
18.	Phone			
19.	Mobile			
20.	Registration Details			
	b) PAN No. / Tan No. (Attach Proof)			
	c) Service Tax Registration No.			
	d) Sale Tax Registration No.			
21.	Details OF Earned Money Deposit			
	a) Amount Rupees			
	b) DD No. and Date			
	c) Drawn on Bank			
	d) Valid up to			
22.	Total Turnover Of three preceding years			
	a) 2016-2017			
	b) 2017-2018			
	c) 2018-2019			
23.	Minimum Annual Turnover 5 Crore of the OEM.	Yes	No	
24.	The firm should have at least 5 years experience in supply of similar equipment in Govt./ Ministry/ Department/Autonomous Body/ PSU etc. (Attach Proof)	Yes	No	
25.	Whether Agency has been black listed by any of the Department/ Organization (Attach undertaking on the letter head of the Firm).			
26.	Firm must provide customer satisfaction letter from customers from Govt. Department / PSU / Autonomous Body, while submitting the technical bids.			
	rtify that we have carefully read the contents at the tender docu		fully understood all	the te

This erms and conditions therein and undertakes myself/ ourselves to abide by the same.

Place:	
	Signature of the Tenderer
Date:	Name of the Firm/Company

Annexure- 'B'

Financial Bid

<u>For</u>

S. No.	Description of the	Quantity	Amount
	Items		
1.			
	VAT (if applicable)		
	Service Taxes (if applicable)		
	Any other taxes (if applicable)		
	Total Cost		

Date:	Signature of Authorized Person
Place:	Full Name:
	Company's Seal:

DECLARATION

- 2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 3. The information / documents furnished in the above application alongwith technical bid (technical specification / Bill of Material) are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated

document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I declare that my company / firm / agency is OEM authorized service Agency. {Authorized channel service agency must enclose valid authorization certificate from OEM for back end arrangement of SITC for supply of equipment}.

Signature of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

Note: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.