

Section II: Instructions to Bidders
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Section II
Instruction to Bidders (ITB)
A. INTRODUCTION

1. Eligible Bidder

- 1.1 Cloud hosting service provider, developers and designers are eligible to participate in this tender.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Cloud hosting application to be purchased under this Invitation of Bids.
- 1.3 Government owned enterprise may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the purchaser.

2. Cost of Bidding

- 2.1 The bidder shall bear all costs associated with the preparation and submission of its bid and **The Director, Directorate of Extension Education, Tamil Nadu Agricultural University, Coimbatore - 641 003** hereinafter referred to as "*the purchaser*", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

3. Contents of Bidding Documents

- 3.1 The cloud hosting application required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding Documents include:
 - a. Instruction to Bidders (ITB)
 - b. General Conditions of Contract (GCC)
 - c. Special Conditions of Contract (SCC)
 - d. Schedule of Requirements
 - e. Technical Specifications / Qualification criteria
 - f. Bid Form and Price Schedules
 - g. Bid Security form
 - h. Contract Form
 - i. Performance Security Form
 - j. Performance statement
 - k. Cloud hosting Application Service provider Authorization Form and
 - l. Bank Guarantee for Advance Payment Form
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding

Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the **Purchaser** in writing or by telex or cable at the **Purchaser's** mailing address indicated in the Invitation for Bids. The **Purchaser** will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 7 days prior to the deadline for submission of bids prescribed by the **Purchaser**. Written copies of the **Purchaser's** response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the bidding documents.

5. Amendment of Bidding Documents

- 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 Bidding Documents by an amendment.
- 5.2 All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the **Purchaser** may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the **Purchaser**, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

7. Documents Comprising the Bid

- 7.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and Price Schedule completed in accordance with ITB Clauses 8, 10 and 11;
 - (b) documentary evidence established in accordance with ITB Clause 12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 13 that the Cloud hosting application and ancillary services to be supplied by the Bidder Shall conform to the Bidding Documents; and
 - (d) Bid Security furnished in accordance with ITB Clause 14.

8. Bid Form

- 8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the Cloud hosting application to be supplied, a brief description of the Cloud hosting application, their country of origin, quantity and prices.

9. Pre- bid meeting

The bidder or his official representative is invited to attend the pre-bid meeting which will take place at the **Directorate of Extension Education, Tamil Nadu Agricultural University, Coimbatore - 641 003 on 14.09.2015 at 11.30 AM.**

10. Bid Prices

- 10.1 The Bidder shall indicate on the Price Schedule the unit prices and total Bid prices of the cloud hosting application it proposes to supply under the Contract.
- 10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) The price of the cloud hosting application, quoted ex-factory, ex-show-room, ex-warehouse, or off the- shelf, or delivered, as applicable, including all duties and sales and other taxes already paid or payable:
 - a. on components and Cloud hosting application use in the design or development of the Cloud hosting application quoted ex-factory; or
 - b. on the previously imported Cloud hosting application of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - (ii) any purchaser-country sales and other taxes which will be payable on the Cloud hosting application if this contract is awarded;
 - (iii) charges for inland Cloud hosting application installation, insurance and other local costs incidental to delivery of the Cloud hosting application to their final destination; and
 - (iv) the cost of incidental services listed in Clause 7 of the Special Conditions of Contract.
- 10.3 The Bidders separation of the price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the **Purchaser** and will not in any way limit the **Purchaser's** right to contract on any of the terms offered.
- 10.4 **Fixed price:** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 23.

11. Bid Currencies

- 11.1 Prices shall be quoted in Indian Rupees only.

12. Documents establishing bidder's eligibility and qualifications

- 12.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

- 12.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the **Purchaser's** satisfactions.
- a. that, in the case of a Bidder offering to supply Cloud hosting application under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised (as per authorization form in Section XII) by the Cloud hosting application service provider or produce to supply the Cloud hosting application in India.
 - b. that the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:
 - i. The legal status, place of registration and principle place of business of the company or firm or partnership, etc;
 - ii. Details of experience and past performance of the bidder on Cloud hosting application platform offered and on those of similar nature within the past three years (2010-2013) and details of current contracts in hand and other commitments (suggested proforma given in Section XI)

13. Documents establishing Cloud hosting application conformity to bidding documents

- 13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all Cloud hosting application and services which the bidder proposes to supply under the contract.
- 13.2 The documentary evidence of conformity of the Cloud hosting application and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Cloud hosting application platform;
 - (b) a list giving full particulars, including available sources and current prices, of all Cloud hosting application solutions, special tools, etc., necessary for the proper and continued functioning of the Cloud hosting application for a period of three years, following commencement of the Cloud hosting application used by the **Purchaser**; and
 - (c) an item-by-item commentary on the **Purchaser's** Technical Specifications demonstrating substantial responsiveness of the Cloud hosting application platform and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 13.2 above, the Bidder shall note that standards for workmanship, material and Cloud hosting application platform and references to brand names or catalogue numbers designated by the **Purchaser** in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the **Purchaser's** satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

14. Bid Security

- 14.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security for the amount as indicated in Section V schedule of requirements.
- 14.2 The bid security is required to protect the **Purchaser** against risk of Bidders conduct which would warrant the security's forfeiture, pursuant to ITB Clause 14.7.
- 14.3 The bid security shall be in Indian Rupees and shall be in one of the following forms:
 - a. A Bank Guarantee or an irrevocable letter of credit issued by a nationalized /scheduled bank located in India, in the form provided in the bidding document or any other form acceptable to the purchaser and valid for 135 days beyond the validity of the bid; or
 - b. A demand draft on any scheduled / nationalized bank in favour of **The Director, Directorate of Extension Education, Tamil Nadu Agricultural University, Coimbatore - 641 003.**
- 14.4 Any bid not secured in accordance with ITB Clauses 14.1 and 14.3 above will be rejected by the **Purchaser** as non-responsive, pursuant to ITB Clause 23.
- 14.5 The Bid security paid by unsuccessful bidder will be refunded only after the successful supply of material by L1 bidder
- 14.6 The Bid security paid by the successful bidder will be refunded after the successful supply, installation, demonstration and training to the staffs along with bill of cost of the material or letter.
- 14.7 The bid security may be forfeited:
 - (a) If a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form;
 - (or)
 - (b) In case of a successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 31; or
 - (ii) to furnish performance security in accordance with ITB Clause 32.

15. Period of Validity of Bids

- 15.1 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the **Purchaser**, pursuant to ITB Clause 18. A bid valid for a shorter period may be rejected by the **Purchaser** as non-responsive.
- 15.2 In exceptional circumstances, the **Purchaser** may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex). The bid security provided under ITB Clause 14 shall be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request is not required or permitted to modify its bid.

16. Format and Signing of Bid

- 16.1 The bidder shall prepare two copies of the bid clearly marking each "**Original Bid**" and "**Copy Bid**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 16.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of Authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for

unamended printed literature, shall be initialed by the person or persons signing the bid.

- 16.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

17. Sealing and Marking of Bids

- 17.1 The bidders shall seal the original and a copy of the bid in separate inner envelopes duly marking the envelopes as “**Original Bid**” and “**Copy Bid**”. He shall then place these two inner envelope in an outer envelope.
- 17.2 The inner envelope and outer envelopes and the cover shall be:
- (a) addressed to the **Purchaser** at the following address:

**The Director,
Directorate of Extension Education
Tamil Nadu Agricultural University
Coimbatore - 641 003**

(b) bear the project name (**Tender for Cloud Hosting of Entire Knowledge Repository**) and the words “**Do not open before 4.00 PM on 06.10.2015**”.

- 17.3 The inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.
- 17.4 If the cover containing the outer envelope is not sealed and marked as required by ITB Clause 17.2, the **Purchaser** will assume no responsibility for the bid’s misplacement or premature opening.
- 17.5 Telex, cable or facsimile bids will be rejected.

18. Deadline for Submission of Bids

- 18.1 Bids must be received by the **Purchaser** at the address specified under ITB Clause 17.2 not later than the time and date specified in the Invitation of Bids (Section I). In the event of the specified date for the submission of bids being declared a holiday for the **Purchaser**, the bids will be received up to the appointed time on the next working day.
- 18.2 The **Purchaser** may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bids

- 19.1 Any bid received by the **Purchaser** after the deadline for submission of bids prescribed by the **Purchaser**, pursuant to ITB Clause 18, will be rejected and/or returned unopened to the Bidder.

20. Modification and Withdrawal of Bids

- 20.1 The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the **Purchaser** prior to the deadline prescribed for submission of bids.

- 20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of ITB Clause 17. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 20.3 No bid may be modified subsequent to the deadline for submission of bids.
- 20.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 14.7

E. Bid Opening and Evaluation

21. Opening of Bids by Purchaser

- 21.1 The **Purchaser** will open only all bids, in the presence of bidder's representatives who choose to attend, at **4.00 PM on 06.10.2015** at the following location:

**Office of the Director
Directorate of Extension Education
Tamil Nadu Agricultural University
Coimbatore - 641 003**

The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the **Purchaser**, the bids shall be opened at the appointed time and location on the next working day.

- 21.2 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the **Purchaser**, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 19.
- 21.3 The **Purchaser** will prepare minutes of the bid opening.
- 21.4 The **"Price Bid" (Cover B)** will be opened after evaluation of **"Technical bid" (Cover A)** and the date and time will be intimated to bidders whose bids are responsive and who are technically qualified and selected by the **Purchaser**.

22. Clarification of Bids

- 22.1 During evaluation of bids, the **Purchaser** may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. Unless the purchaser asks for change in price due to the clarifications sought the bidder is not permitted to alter the price furnished in the **"Price bid" "Cover B"**. The change in price shall be submitted in a separately sealed covers with marking in the cover **"supplemental price bid"** before opening of the **"original price bid"**.

23. Preliminary Examination

- 23.1 The **Purchaser** will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties

have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Representatives, without proper authorization from the cloud hosting application service provider as per Section XII, shall be treated as non-responsive.

- 23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 23.3 Prior to the detailed evaluation, pursuant to Clause ITB 24, the **Purchaser** will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Comprehensive warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Applicable law (GCC Clause 29) and Taxes and Duties (GCC Clause 31) will be deemed to be material deviation. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 23.4 A bid determined as not substantially responsive will be rejected by the **Purchaser** and may not subsequently be made responsive by the bidder by correction of non-conformity.

24. Evaluation and Comparison of Bids

- 24.1 The **Purchaser** will evaluate and the compare bids previously determined to be substantially responsive, pursuant to ITB Clause 23.
- 24.2
- a. All items to be carried out by single bidder.
 - b. Technically Responsive tenderer should make a complete project presentation and demonstrate working prototype within 10 days of receiving such communication. Delay in executing will be disqualified.
 - c. The tender should accept conditions of addition/ alterations of finer details of Cloud hosting application design as would be finalized in discussions involving the tenderer.
 - d. After Award of tender, the selected tenderer should complete the project in 60 days.

The purchasers evaluation of a bid will take into account, in addition to the bid price and price of incidental services, the following factors, in the manner and to extent indicated in ITB Clause 24.3 and in the technical specifications:

- i. Cost of inland Cloud hosting application installation, insurance and other costs within India incidental to the delivery of Cloud hosting application to their final destination;
- ii. The **annual maintenance contract for a period of 3 years** subsequent to **comprehensive warranty for a period of three years.**
- iii. Delivery schedule offered in the bid;
- iv. Deviations in payment schedule from that specified in the special conditions of contract

- v. The availability of additional Cloud hosting application in India and after-sales services for the Cloud hosting application platform offered in the bid.
- 24.3 Pursuant to ITB Clause 24.2 the following evaluation methods will be applied:
- (a) Evaluation and comparison of tenders will be done taking in to consideration the cost of AMC for a period of 3 years after the comprehensive warranty for a period of three years as specified at clause 24.2 (a) (ii).
 - (b) Inland Cloud hosting application installation, ex-factory/ from port-of-entry, insurance and incidentals.
 - i. Inland Cloud hosting application installation, insurance and other incidentals, for delivery of Cloud hosting application to the project site as stated in ITB Clause 10.
 - ii. The above costs will also be added to the bid price.
 - (c) Delivery schedule:
The **Purchaser** desires to have delivery of the Cloud hosting application covered under the invitation, at the time specified in the schedule of requirements. The estimated time of the installation of the Cloud hosting application at the project site should be calculated for each bid after allowing for reasonable time. Treating the bid offering the scheduled time of installation as the base, a delivery “adjustment” will be calculated for other bids at 2% of the ex-factory price for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond **2 months** of stipulated delivery will be treated as unresponsive.
 - (d) Deviation in Payment Schedule:
The special conditions of contract indicate the payment schedule offered by the **Purchaser**. If a bid deviates from the schedule and if such deviation is considered acceptable to the **Purchaser**, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation at a rate of **12%** per annum.
 - (e) Cloud hosting application solutions and after sales service facilities in India:
The cost of the **Purchaser** of establishing the minimum service facilities and Cloud hosting application solutions, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.
- (f) Annual Maintenance Contract (AMC):**
- i. The Purchaser desires to have separately annual maintenance contract for a period of 3 years after the expiry, clearly indicating year wise maintenance charges. Bids without these charges will be considered as non responsive. **The right to enter in to AMC lies with the University.**
 - ii. Any major repair pointed out by the **Purchaser** shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the Cloud hosting application platform to the satisfaction of the Purchaser.
- 25. Contacting the purchaser**
- 25.1 Subject to ITB Clause 22, no bidder shall contact the **Purchaser** on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

- 25.2 Any effort by a bidder to influence the **Purchaser** in the **Purchaser's** bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.

F. Award of Contract

26. Post Qualification

- 26.1 In the absence of pre-qualification, the **Purchaser** will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 12.2 (b) and is qualified to perform the contract satisfactorily.
- 26.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 12 as well as such other information as the **Purchaser** deems necessary and appropriate.
- 26.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the **Purchaser** will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capability to perform satisfactorily.

27. Award Criteria

- 27.1 Subject to ITB Clause 29, the **Purchaser** will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

28. Purchaser's right to vary quantities at time of award

- 28.1 The **Purchaser** reserves the right at the time of award of contract to increase or decrease the quantity of Cloud hosting application and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

29. Purchaser's right to accept any bid and to reject any or all bids

- 29.1 The **Purchaser** reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchaser's action.

30. Notification of Award

- 30.1 Prior to the expiry of the period of bid validity, the **Purchaser** will notify the successful bidder in writing by registered letter or by cable or telex, to be

confirmed, that its bid had been accepted.

30.2 The notification of award will constitute the formation of the contract.

30.3 Upon the successful bidders furnishing of performance security pursuant to ITB Clause 32, the **Purchaser** will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 14.

31. Signing of Contract

31.1 At the same time as the **Purchaser** notifies the successful bidder that its bid has been accepted, the **Purchaser** will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.

31.2 Within 15 days of receipt of notification of award, the successful bidder shall sign and date the contract and return it to the **Purchaser**.

32. Performance Security

32.1 Within 15 days of the receipt of notification of award from the **Purchaser**, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the **Purchaser**.

32.2 Failure of the successful bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the **Purchaser** may make the award to the next lowest evaluated bidder or call for new bids.