

**NOTICE INVITING AMENDED TENDER ENQUIRY FOR SUPPLY &
INSTALLATION OF LABORATORY FURNITURE FOR K V SCHOOL AT
CUTN**

Amended Tender No.2020-21/06

**Date of Issue: 18.11.2020
Date of closing: 02.12.2020**



Central University of Tamil Nadu
Neelakudi Campus
Thiruvarur-610 005



तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

नीलक्कुडी परिसर/Neelakudi Campus, तिरुवारूर/Thiruvarur- 610 005

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

TENDER NO.2020-21/06

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NOTICE INVITING AMENDED TENDER ENQUIRY FOR SUPPLY & INSTALLATION OF LABORATORY FURNITURE FOR K V SCHOOL AT CUTN

Central University of Tamil Nadu, an institution setup by an Act of Parliament, invites sealed Tender under Two-Bid System for the **Supply & Installation of Laboratory Furniture for K V School at CUTN** as per the specifications given in **Annexure-I**. The tender documents can be downloaded from www.cutn.ac.in.

The Technical Bid (**Annexure-II**) and the Commercial Bid (**Annexure-III**) duly filled shall be sealed by the bidder in separate covers duly superscribed as **Tender for Laboratory Furniture for K.V School at CUTN - Technical Bid** and **Tender for Laboratory Furniture for K.V School at CUTN- 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 Laboratory Furniture for K.V. School at CUTN - Tender Notice No.2020-21/06**. The bidding may be made for a specific item or for all the items in **Annexure-I**. The tender documents must reach **The Registrar, Central University of Tamil Nadu, Neelakudi, Thiruvarur 610 005** by post or by hand on or before **02.12.2020, 15:00 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/ time there will be a Pre-bid Conference on **16.10.2020 at 11:30 hours** at the Room No.F1-02, Conference Hall, Administrative Building, CUTN. Pre-Bid conference shall be held to clear the doubts of intending tenderers, if any.

The bidders are requested to visit the site at their own cost before submission of the tender document with prior intimation to CUTN through email (contact email id, purchase@cutn.ac.in) in order to get acquainted the site conditions.

Who can bid?

1. The tenderer should be dealing with the supply of similar laboratory furniture at least FIVE years as on 01-07-2020.
2. The tenderer should have an annual turnover of at least **Rs. 25 Lakhs** per year during the last THREE financial years viz., 2016-17, 2017-18 and 2018-19.
3. The tenderer should have authorized service centers in Chennai/Trichy/Tanjore/Kumbakonam or any other nearby city/town in Tamil Nadu for the past five years with required manpower for effecting after sales and services.
4. The tenderer should undertake to provide comprehensive onsite maintenance during the warranty and AMC for a **minimum period of Three Years** after warranty 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 01-07-2020.
6. The firm should have registered with GST.
7. The manufacturer should have good quality management system conforming to International Standards like ISO 9001-2008(**optional**).
8. The tenderer should have fulfilled all legal/statutory requirements to carry on the business of manufacturing/selling furniture.
9. 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.
10. The Technical Bid must be accompanied by the manufacturer's catalogue/brochures and photograph etc. (in original) in respect of the product offered.
11. The bidder should have supplied similar laboratory furniture to at **least three** reputed central / state government research institutions. Supporting documents such as purchase orders, work completion certificate should be attached with the bid.

Pre-bid Conference:

A pre-bid conference will be held as indicated in the tender document. All prospective bidders/tenderers are requested to attend the pre-bid conference. In order to facilitate CUTN for proper conduct of the pre-bid conference, all prospective bidders/tenderers are requested to submit their queries with envelope bearing the tender number and date on top and marked "**Queries for Pre-Bid Conference**" so as to reach CUTN well before the date for Pre-bid Conference or by email to purchase@cutn.ac.in with subject "**Queries for pre-bid Conference**". CUTN will answer the queries during the pre-bid conference, which would become a part of the proceedings of the conference. All the participating bidders/tenderers shall sign the proceedings. These proceedings will become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders/tenderers. These proceedings will also be published in CUTN website for the benefit of all the prospective bidders/tenderers. Before submitting the bids, all prospective bidders/tenderers are advised to go through the CUTN website after the pre-bid conference, in order to enable/make cognizance of the changes made in the bidding document.

Important Dates:

Events	Date	Time	Venue
Tender Document Download Start Date	07.10.2020 (Wednesday)	09:30 Hrs. onwards	-
Pre-bid Conference	16.10.2020 (Friday)	11:30 Hrs.	Conference Hall, Administrative Block, Room No. F1-02, (First Floor), CUTN
Amended Tender Document Download End Date	02.12.2020 (Wednesday)	14:00 Hrs.	-
Last date of submission of tenders	02.12.2020 (Wednesday)	15:00 Hrs.	-
Opening of Technical Bids	02.12.2020 (Wednesday)	16:00 Hrs.	Conference Hall, Administrative Block, Room No. F1-02, (First Floor), CUTN

Date: **18.11.2020**

Registrar
Central University of Tamil Nadu

Instructions to Bidders including Terms and Conditions of Contract

1. Scope of Bid

1.1. Central University of Tamil Nadu (CUTN), Thiruvavur, hereinafter called “**Purchaser**”, invites bid for supply, installation and commissioning of laboratory furniture, including critical spares and warranty for **three years** after validation and subsequent maintenance for **three years** after the expiry of warranty for its Kendriya Vidhyalaya at CUTN in Thiruvavur.

2. Cost of Bidding

2.1. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding.

3. Tender Document

3.1. The Tender Document is not transferable.

3.2. The bidder shall make a copy of the tender document before submitting the same to the concerned office. No requests will be entertained for making a copy after the submission of the document.

4. Clarifications in Tender Document

4.1. The Purchaser will respond to any request for clarification or modification of the Tender Document that are received up to **FIVE** (05) days prior to the deadline for submission of bids prescribed by the Purchaser. For this purpose, the prospective Bidder(s) requiring clarification in the Tender Document shall notify the Purchaser in writing at the Purchaser’s address.

4.2. Written copies of the Purchaser’s response including the explanation of the query raised by the Bidders will be sent to all the Bidders who have purchased the Tender Document. Further, it will be assumed that the Bidder has taken into account such clarifications/explanations while submitting the bid.

5. Amendment of Tender Document

5.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).

5.2. Amendments will be intimated in writing to all Bidders who have received the Tender Document and shall be binding on them. Further, it will be assumed that the Bidder has taken into account such amendments while submitting the bid.

6. Language of Bid

6.1. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and the Purchaser shall be in English and the Contract shall be construed and interpreted in accordance with that language.

6.2. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

7. Documents Comprising the Bid

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

- a. 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 Furniture to the Tender Document;
- d. Bidder's company related information. The bidder should furnish photocopies of the PAN and GST.
- 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 furniture supplied for similar purpose.
- h. The bidder should have an authorized service center in Chennai/Trichy/Tanjore/Kumbakonam or any other nearby city/town in Tamil Nadu, Pondicherry, Karnataka, Kerala, Andhra Pradesh, and Telangana Supporting documents mentioning the address of the service centers with telephone and Fax numbers should be attached with the bid.
- i. The bidder should have consistent annual turnover of at least **Rs. 25 Lakhs** for the last **THREE** financial years (2016-17, 2017-18 and 2018-19) and should produce audited statement of accounts or statement of turnover certified by Chartered Accountant for the above mentioned financial years.
- j. The bidder should have supplied similar furniture to at **least three** reputed central / state government/research institutions. Supporting documents such as purchase orders, work completion certificates should be attached with the bid. An undertaking to provide comprehensive onsite maintenance during the warranty and AMC periods for the furniture should be given by the bidder.
- k. The bidder should be a reputed manufacturer or authorized suppliers of reputed manufacturers for the furniture quoted in the tender; a certificate to this effect should be attached with the bid.

8. Format and Signing of Bid

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

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

9. Sealing and Marking of Bids

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

9.2. The envelope shall

(a) be addressed to **The Registrar, Central University of Tamil Nadu, Neelakudi, Thiruvarur – 610 005.**

(b) bear the reference number, the title of the Tender Document (**Tender Notice No.2020-21/06**), and

(c) bear the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.

9.3. If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

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

10. Bid Prices

10.1. Prices must be quoted separately for each furniture/item identified.

10.2. Price quoted for furniture must include all costs associated with packing, transportation, insurance, all duties and levies, delivery of furniture, loading and unloading on DOOR DELIVERY basis to the university at Kendriya Vidhyalaya, Nagakudi, Campus, Thiruvarur 610 005 including its installation And commissioning,

11. Bid Currency

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

12. Conformity of the Tender Document

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

12.2. The documentary evidence of conformity of the Laboratory Furniture 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 Laboratory Furniture that the Bidder is proposing to supply;

(b) Technical details of the major subsystems/components of the Laboratory Furniture;

13. Earnest Money Deposit (EMD)

13.1. The Bidder shall furnish an amount of **Rs.16,300 /-(Rupees Sixteen Thousand Three Hundred Only).**

13.2 The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro & Small Enterprises (MSEs) are exempted to furnishing

the EMD. Self-attested photocopy of valid registration certificate issued by competent authority for supply of laboratory furniture must be enclosed with the technical bid

13.3. The EMD shall be in the form of a demand draft drawn in favour of **Central University of Tamil Nadu** and payable at **Thiruvarur**.

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

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

13.6. The EMD may be forfeited under the following circumstances:

(a) 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 **150** 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 to that 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. Sample: Sample submission is mandatory for Laboratory Furniture for Technical Evaluation. The decision of the Technical Evaluation Committee on the samples will be final.

19. Test Certificate: Necessary valid Test Certificate from a recognized laboratory shall be produced for all the quoted products at the time of bidding itself

20. Opening and Examination of Bids

20.1. 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.

20.2. 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.

20.3. The Price bids of the successful bidders on the basis of evaluation as mentioned under clause 20.2 will be considered for the next stage for opening.

20.4. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

20.5. 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.

20.6. 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.

20.7. 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 Furniture;

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.

20.8. 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.

21. 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.

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

23. Contacting the Purchaser

23.1. 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.

23.2. If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.

24. Award Criteria

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

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

25. Purchaser's Right to Accept/Reject/Modify Bids

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

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

26. Award of Purchase Order

26.1. Prior to the expiration of the period of bid validity, the Purchaser will issue the Letter of Intent / Purchase Order to the successful Bidder in writing.

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

27. Contract Agreement

27.1. 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.

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

28. Performance Security

28.1. Within fifteen (15) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to 10% of the Contract value (excluding the value of annual maintenance charges). **The Performance Security will be valid all along the warranty period and shall extend upto sixty (60) days after the date of completion of warranty period.**

28.2. 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 / Nationalized/Scheduled Private Bank approved by RBI, Gol.

(b) A Demand Draft favouring, **Central University of Tamil Nadu** payable at **Thiruvarur**.

28.3. 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.

28.4. 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.

29. Contract Documents

29.1. 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.

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

- (i) Contract Agreement
- (ii) All other Forms
- (iii) Furniture and their Requirements
- (iv) Supplier's Bid
- (v) Tender Document

30. Amendment to Contract: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.

31. Supplier's Responsibilities

31.1. The Supplier's obligations involve:

- (a) Supply of Furniture/items given in Tender Document.
- (b) Making operational the Furniture (installation, commissioning & validation of Furniture).
- (c) Development of test methods & applications.
- (d) Training, at the cost of Supplier, of personnel in operation, day-to-day maintenance and troubleshooting of the Furniture.
- (e) Supply of Material (instruction/operation/service/maintenance manuals including drawings & circuit diagrams and application notes), Calibration Certificates (where applicable, traceable to national/international standards) and any other documents specified in the Contract.
- (f) Maintenance of the furniture during and after the warranty period (Three Years of AMC after the warranty of three years).

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

31.3. 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.

32. Time for Supply, Installation, Commissioning and Validation of the Furniture

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

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

33. Terms of Payment

33.1. For indigenous laboratory furniture, 90% payment will be released after satisfactory delivery, installation of the furniture and remaining 10% will be released on submission of a Bank Guarantee for equivalent value (10%) of order value as performance security to cover the warranty period (38 months).

33.2. If any time before the delivery of the furniture, it is found that the same furniture have been offered to another party in India at a lower rate, payment shall be restricted to the extent of such lower rate and the Supplier shall be liable to pay the Purchaser the difference in two rates i.e. excess charged over such lower rate, if payment had been made by the purchaser. The University will look into a reasonable past period to ensure this.

32.3. The supplier should submit mandate form for payment through EAT module in PFMS as **Annexure – V**.

34. Taxes and Duties: The Supplier should ensure payment of all taxes, duties, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract.

35. Product Upgrades: The Supplier shall continue to support and maintain the version/model of the Furniture supplied by upgrading the hardware as and when amendments are carried out in the existing version or the product is upgraded. The Supplier may charge for upgrade in hardware provided it is of major nature. An upgraded higher version of the related with the furniture shall be supplied.

36. Penalties

36.1. 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.

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

37. Defect Liability

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

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

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

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

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

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

39. Effect of Force Majeure

39.1. 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.

39.2. 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.

39.3. 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.

39.4. 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.

40. Extension of Time Limits for supply & making operational the Furniture

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

(a) Any occurrence of Force Majeure;

(b) Any other matter specifically mentioned in the Contract;

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

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

42. Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of India.

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

44. 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** along with Integrity Pact as per Annexure – VIII and Integrity Agreement as Annexure – VIII “A”.

45. Liquidated Damages :If a firm accepts an order and fails to execute the order, in full or part, as per terms and conditions, stipulated therein, it will be open to the University to recover liquidated damages from the firm at the rate of 1% of the value of the undelivered goods per month or part thereof, subject to a maximum of 5% of the value of the undelivered goods. It will also be open to the University alternatively, to arrange procurement of the required stores from any source, at the risk and expense of the firm, accepted and failed to execute the order according to stipulations agreed upon. This will also entail removal of the defaulters’ name from the approved / registered list of Contractors.

46. 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.

47. Layout Diagram:- 2D layout diagram for Physics, Chemistry and Biology laboratory is attached as Annexure- IX “A,B,C” respectively.

SUMMARY SHEET:

Purchaser	Central University of Tamil Nadu
Purchaser’s address	Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur 610 005.
Period of Bid Validity	The Bids shall be valid for a period of One Hundred and Fifty (150) days from the date of deadline for the submission of bids.
Pre-bid Conference	<u>Time:11:30</u> hours; <u>Date:16.10.2020</u> ;
Deadline for the submission	<u>Time:15:00</u> hours; <u>Date:.02.12.2020</u> ;
Time, Date and Venue for opening of Technical Bids	<u>Time:16:00</u> hours; <u>Date: 02.12.2020</u> ; <u>Venue:</u> Administrative Building, Room No.F1-02 Central University of Tamil Nadu, Thiruvarur.
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 furniture	Four (04) weeks from date of signing of copy of Purchase Order by the Bidder.

Deadline for the Installation and Commissioning of furniture	Two (02) weeks from the deadline for supply of furniture.
Rate for Penalties	The Supplier shall pay the Purchaser Penalties at the rate of 1.0% per week of the Contract value (excluding the value of annual maintenance charges).
Warranty Period	The period of warranty shall be Thirty Six (36) months after validation.
EMD	Rs. 16,300/- in the form of DD drawn in favour of Central University of Tamil Nadu , payable at Thiruvarur (or) valid exemption certificate issued by MSME/ NSIC / SSI.

TECHNICAL SPECIFICATION

Item No.	Description	Unit	Qty
1	Island Work Table:		
	Physics: Size: 2400mm L x 1200mm W x 900mm H	Each	4
	Chemistry: Size: 1570mm L x 1240mm W x 810mm H	Each	2
	Biology: Size: 1200mm L x 1200mm W x 900mm H	Each	4
2	Wall Work Table:		
	Physics: Size: 7000mm L x 750mm W x 900mm H	Each	1
	Size: 3210mm L x 750mm W x 900mm H	Each	1
	Chemistry: Size: 4580mm L x 750mm W x 900mm H	Each	1
	Size: 6900mm L x 750mm W x 900mm H	Each	1
	Size: 1000mm L x 750mm W x 900mm H	Each	1
	Biology : Size : 5130 mm L x 750 mm W x 900 mm H	Each	1
3	Lab Sink:		
	Physics: Size: 950mm L x 620mm W x 900mm H	Each	1
	Chemistry: Size: 950mm L x 620mm W x 900mm H	Each	1
	Biology: Size: 950mm L x 620mm W x 900mm H	Each	3

Note: All dimension shall vary $\pm 5\%$ depending upon site condition.

tem No.	Description	Technical Specification
1	Island Work Table (for Chemistry, Biology Laboratories)	<p>Materials: 18 gauge pre-coated Galvanized Iron Sheet and completely finished with 60-70 microns thickness epoxy powder coating.</p> <p>Top: 18mm thick granite</p> <p>Electrical Connection: 5A and 15A socket switch and wire 2.5Sq.mm with external casing n capping (1 inch) - 04 Numbers.</p> <p>Gas Connection: Gas cock - 4 outlets.</p> <p>Reagent rack: Two tiers reagent rack (Size 1000mm L x 300mm W x 900mm H) with 4 Nos. Of electrical points per rack - 03 Numbers.</p> <p>Sink size:P.P.Sink (600mm L X 450mm W x 315mm H) with 3 way brass tap and waste pipe up to lower portion of the table - 01 Number</p>

		<p>These modules will be provided with top drawer (Load bearing capacity of 90kg) and bottom cupboard with 1 shelf, shutter opening 180°. The under-bench modules will be arranged alternatively. The base of the modules will be provided with skirting panels for aesthetic look.</p>
2	<p>Wall work Table (for Chemistry, Biology Laboratories)</p>	<p>Materials: 18 gauge pre-coated Galvanized Iron Sheet and completely finished with 60-70 microns thickness epoxy powder coating. Top: 18mm thick granite Electrical Connection: 5A and 15A socket switch and wire 2.5Sq.mm with external casing n capping (1 inch) – 06 Number Sink size: P.P. Sink (600mm L x 450mm W x 315mm L) with 3 way brass tap and waste pipe up to lower portion of the table - 01 Number</p> <p>These modules will be provided with top drawer (Load bearing capacity of 90kg) and bottom cupboard with 1 shelf, shutter opening 180°. The under-bench modules will be arranged alternatively. The base of the modules will be provided with skirting panels for aesthetic look.</p>
3	<p>Island Work Table (for:Physics Laboratory)</p>	<p>Materials: 18 gauge pre-coated Galvanized Iron Sheet and completely finished with 60-70 microns thickness epoxy powder coating. Top: 18mm thick granite Electrical Connection: 5A and 15A socket switch and wire 2.5Sq.mm with external casing n capping (1 inch) - 04 Numbers.</p> <p>These modules will be provided with top drawer (Load bearing capacity of 90kg) and bottom cupboard with 1 shelf, shutter opening 180°. The under-bench modules will be arranged alternatively. The base of the modules will be provided with skirting panels for aesthetic look.</p>
4	<p>Wall work Table (for Physics Laboratory)</p>	<p>Materials: 18 gauge pre-coated Galvanized Iron Sheet and completely finished with 60-70 microns thickness epoxy powder coating. Top: 18mm thick granite Electrical Connection: 5A and 15A socket switch and wire 2.5Sq.mm with external casing n capping (1 inch) – 06 Number Sink size: P.P. Sink (600mm L x 450mm W x 315mm L) with 3 way brass tap and waste pipe up to lower portion of the table - 01 Number</p> <p>These modules will be provided with top drawer (Load bearing capacity of 90kg) and bottom cupboard with 1 shelf, shutter opening 180°. The under-bench modules will be arranged alternatively. The base of the modules will be provided with skirting panels for aesthetic look.</p>

5	Lab Sink Unit (for Physics, Chemistry, Biology Laboratories)	Design: Only work bench with sink Under bench storage : With combination of drawers and shutter storage Faucet: Deck mounted Type of Water Faucet : 2 way water Flow Main Structure(+/- 2 mm) : MS Sq. pipe 20mm X 20mm X 1.6mm and CRC sheet of 18-20 gauge with 30-35 micron powder coated Top material : Prepolished granite finish Thickness of top material (+/- 2 mm) : 19 millimetre Sink material : Made up of 5 mm thick high density and elastic polypropylene with good resistance to organic solvents Material of shelves : 1mm thick CRC sheet Width in mm (+/- 5%) : 950 mm (single sink modular) Depth in mm (+/- 5%) : 620 mm Height in mm (+/- 5%) : 900 millimetre Number of shutter (Under bench storage) : Two Shutters : Without Glass Finish : Frame work to be pre-treated with superior pure epoxy powder coated finish Warranty period in number of years : 3 years

(All Materials / items shall be of reputed brand and ISI certified.)

PROFORMA FOR TECHNICAL BID
(In separate sealed cover-I super scribed as “Technical Bid”)

S.No	Discription	Page. No
1.	Name & Address of the Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number , Contact Person Name	
2.	Year of establishment of the agency(Copy of the registration certificate to be enclosed)	
3.	Type of firm: Propriety / Partnership/Private / Private Ltd etc	
4.	PAN Number (copy to be enclosed)	
5.	Goods and Service Tax Registration Number (GST) (copy to be enclosed)	
6.	Firm should have the experience for at least Five years in similar field as stated in the “Scope of Work”. The Supplier shall have at least 03 Supply order to Govt Education Institution / Research laboratory etc. (copy of work order / work completion certificate should be enclosed)	
7.	Location of service centre in and around Tamil Nadu / Puducherry.	
8.	Annual Turnover (Rs. In Lakh) 2016 – 17 2017 – 18 2018– 19 Audited financial statements or financial statement showing turnover duly signed by a chartered Accountant are to be enclosed.	
9.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	

10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificates to be attached in this regard.)		
11.	Details of the DD ofRs.towards bid security (EMD). DD No. Date: Drawn on:		
12	EMD Exemption Certificate (if any) (NSIC/ MSME/ SSI) :		

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____

Commercial Bid
(To be enclosed in separate sealed cover)

1. The price of the Lab Furniture in the **Annexure-I** is to be given individually in the format mentioned below:

Item No.	Description	Qty.	Cost per Unite/ Set	Total Cost (Inclusive of all taxes & delivery / installation charges)
1	Island Work Table:			
	Physics: Size: 2400mm L x 1200mm W x 900mm H	4		
	Chemistry: Size: 1570mm L x 1240mm W x 810mm H	2		
	Biology: Size: 1200mm L x 1200mm W x 900mm H	4		
2	Wall Work Table:			
	Physics: Size: 7000mm L x 750mm W x 900mm H Size: 3210mm L x 750mm W x 900mm H	1 1		
	Chemistry: Size: 4580mm L x 750mm W x 900mm H Size: 6900mm L x 750mm W x 900mm H with storage as per site requirement Size: 1000mm L x 750mm W x 900mm H	1 1 1		
	Biology : Size : 5130 mm L x 750 mm W x 900 mm H	1		
3	Lab Sink:			
	Physics: Size: 950mm L x 620mm W x 900mm H	1		
	Chemistry: Size: 950mm L x 620mm W x 900mm H	1		
	Biology: Size: 950mm L x 620mm W x 900mm H	3		

(All dimension shall vary \pm 5 % depending on site conditions Hence the price quoted shall be inclusive of above variation)

2. The quote should include a warranty of **THREE** years from the date of commissioning/installation of the furniture and AMC for **Three** years. The format for AMC is provided below:

Sl. No.	Annual Maintenance Contract (AMC) after the Warranty Period			
	Name of the Furniture	4 th Year	5 th Year	6 th Year

3. Maximum educational discount as could be offered should be mentioned.

4. Price quoted for furniture must include all costs associated with packing, transportation, transit insurance, taxes, all duties and levies, delivery of furniture, loading and unloading on **DOOR DELIVERY** basis to the central university at **Thiruvarur** including its installation and commissioning.

5. The bid will be valid for a period of 150 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the tender inviting authority may request the bidders to extend the bid validity for further period as deemed fit.

Signature and seal of the bidder

4. BID PROFORMA:

Item No.	Description	Approximate Qty.	Unit Rate	GST in %	Installation Charges	Total Price
1	Island Work Table:					
	Physics: Size: 2400mm L x 1200mm W x 900mm H	4				
	Chemistry: Size: 1570mm L x 1240mm W x 810mm H	2				
	Biology: Size: 1200mm L x 1200mm W x 900mm H	4				
2	Wall Work Table:					
	Physics: Size: 7000mm L x 750mm W x 900mm H Size: 3210mm L x 750mm W x 900mm H	1 1				
	Chemistry: Size: 4580mm L x 750mm W x 900mmH Size: 6900mm L x 750mm W x 900mm H with storage as per site requirement Size: 1000mm L x 750mm W x 900mm H	1 1 1				
	Biology : Size : 5130 mm L x 750 mm W x 900 mm H	1				
3	Lab Sink:					
	Physics: Size: 950mm L x 620mm W x 900mm H	1				
	Chemistry: Size: 950mm L x 620mm W x 900mm H	1				
	Biology: Size: 950mm L x 620mm W x 900mm H	3				

Note: This preform will be the part of commercial Bid Performa. Kindly mention the GST in Percentage and corresponding amount in tax column otherwise commercial bid will be summarily rejected

(All dimensions shall vary \pm 5 % depending on site condition hence the price quoted shall be inclusive of above variation)

Signature and seal of the bidder

Compliance Statement to specifications of the furniture

(Compliance with specification column is to be filled up by the bidder stating YES/NO as the case may be)

Sl. No.	Specifications	Requirements	Compliance with Specifications (Y/N)

MANDATE FORM FOR PAYMENT THROUGH EAT MODULE IN PFMS

DETAILS OF ACCOUNT HOLDER:

Name of the Vendor/Beneficiary	
Name of the Bank	
Account Number	
IFSC Code	
PAN Number	
GST Number (if applicable)	
Address (Including City, Pin code etc.)	
Mobile No./email id	

I hereby declare that the particulars given above are correct and complete.

DATE:

SIGNATURE

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ month & year between Bank of _____ (hereinafter called the "Bank") of the one part, and Central University of Tamil Nadu, Thiruvavur (hereinafter called "the Purchaser") of the other part.
2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of _____ (name of the furniture) (hereinafter called the contract) to _____ (hereinafter called the Supplier); (Name of the Supplier)
3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least Sixty (60) 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).

We have submitted our principal's exclusive authorization letter which is specific for this tender No. _____ dated _____.

Signature and seal of the bidder

INTEGRITY PACT

To,

The Registrar,
Central University of Tamil Nadu,
Thiruvarur.

Sub: Submission of Tender for the **Supply and Installation of Laboratory Furniture for K V School** at Central University of Tamil Nadu, Thiruvarur.

Sir/ Madam,

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

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

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

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

Yours faithfully,

(Duly authorized signatory of the Bidder)

ANNEXURE – VIII “A”

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2020

BETWEEN

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

AND

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (Tender Ref. no: **2020-21/06**) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **Supply and Installation of Laboratory Furniture for K V School** at Central University of Tamil Nadu, Thiruvavur.

hereinafter referred to as the "Contract".

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

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

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate

in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

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

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

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

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

WITNESSES:

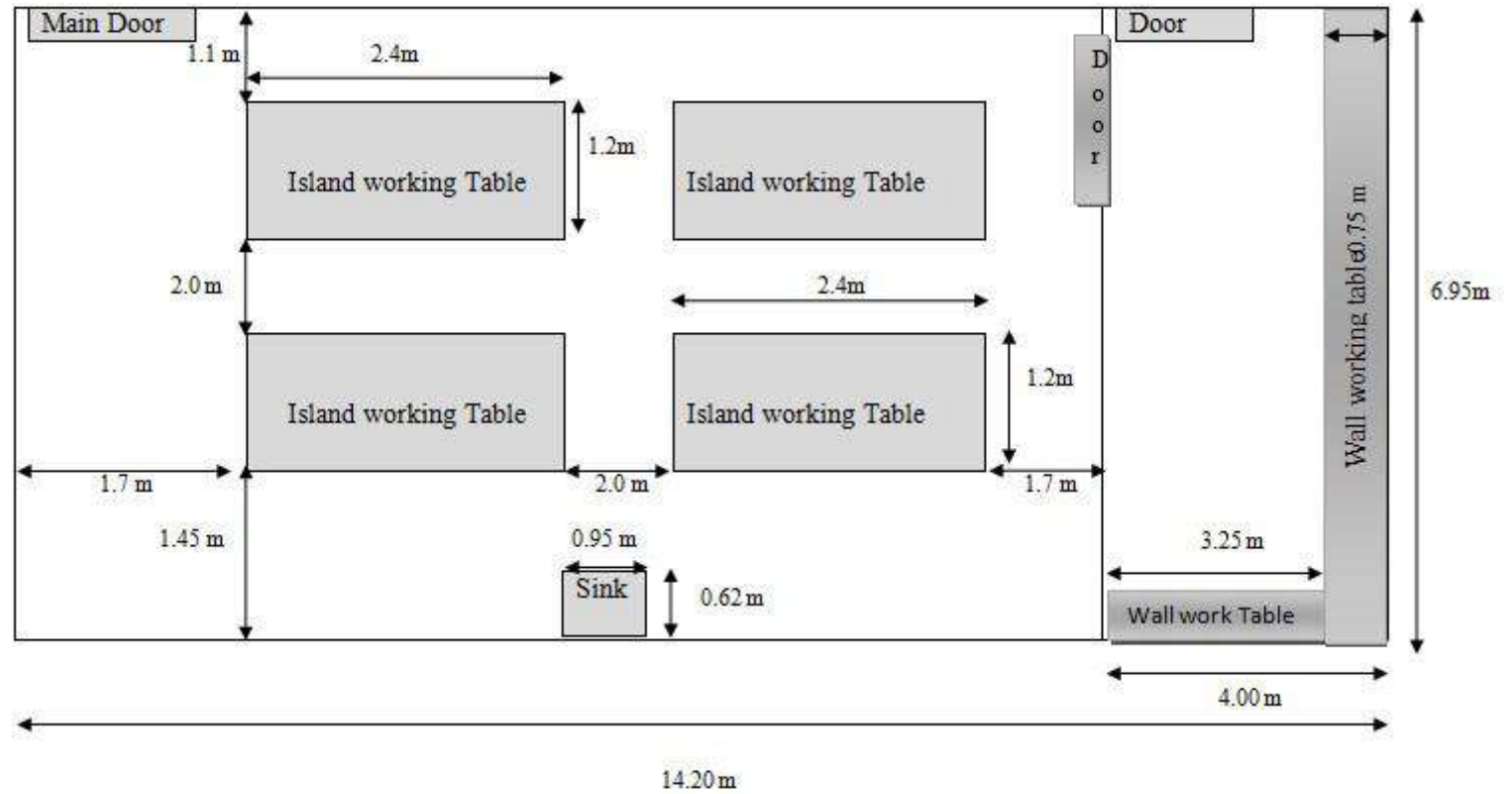
1
(signature, name and address)

2
(signature, name and address)

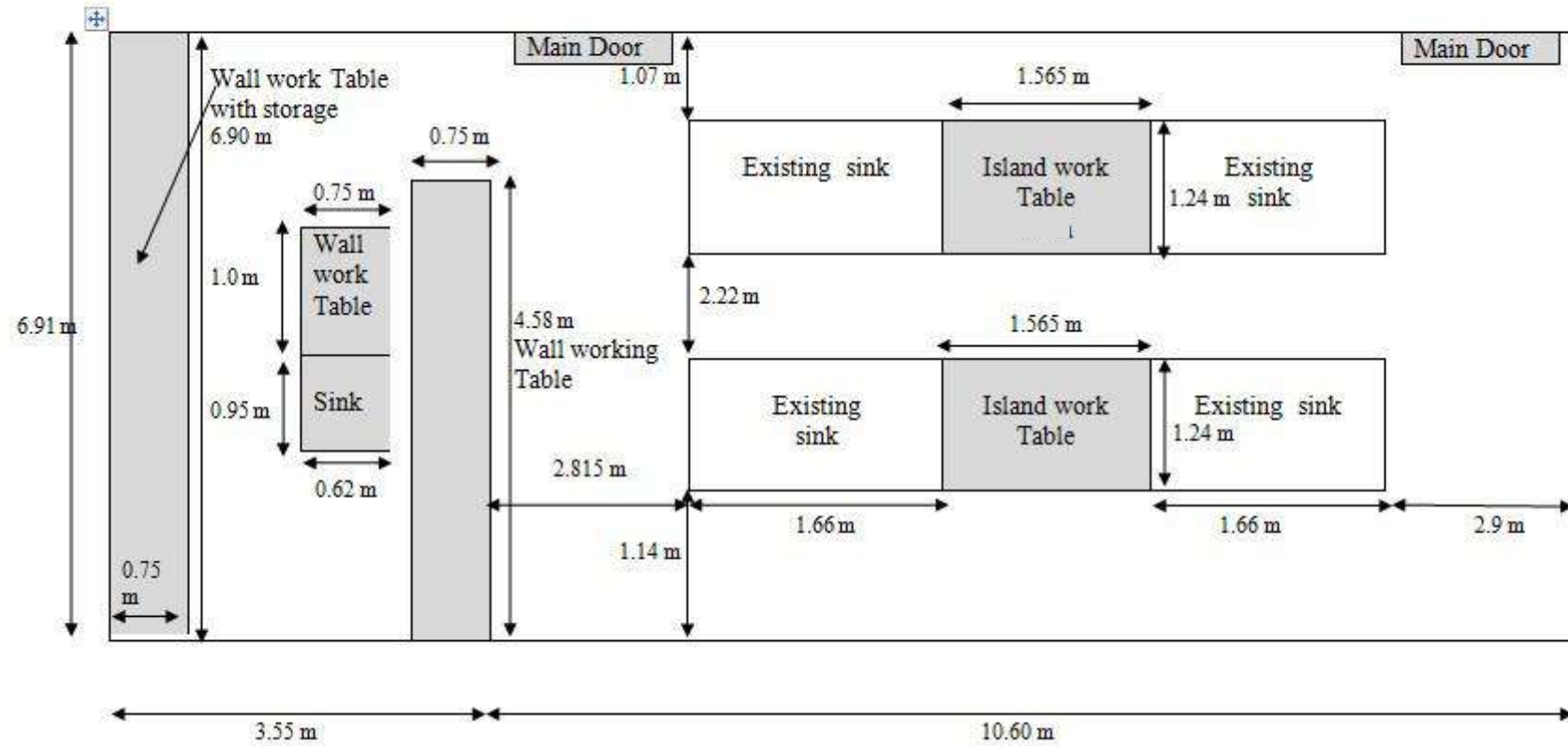
Place:

Date :

KV School - Physics Laboratory – First Floor



KV School - Chemistry Laboratory – Ground Floor



KV School - Biology Laboratory – Ground Floor

