

**NOTICE INVITING TENDERS FOR ENTERING INTO ANNUAL RATE CONTRACT
FOR THE SUPPLY OF**

- I. LABORATORY CHEMICALS,
- II. LABORATORY GLASSWARES
- III. LABORATORY PLASTIC-WARES & FILTER/FILTER PAPERS
- IV. GASES AND LIQUID NITROGEN



TENDER REFERENCE NO. : 2021-22/ 02
DATE OF ISSUE OF TENDER : 28/04/2021
LAST DATE FOR RECEIPT OF TENDER DOCUMENT : 19/05/2021 (3.00PM)
TIME AND DATE FOR OPENING OF THE TENDER [**TECHNICAL BID**] : 19/05/2021 (4.00 PM)

<i>PLACE OF OPENING OF THE TENDER:</i>	<i>Administrative Building, Central University of Tamil Nadu, Thiruvarur.</i>
<i>ADDRESS FOR COMMUNICATION:</i>	<i>The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur - 610005</i>



तमिलनाडु केन्द्रीय विश्वविद्यालय
(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)
CENTRAL UNIVERSITY OF TAMIL NADU
(Established by an Act of Parliament, 2009)
नीलकुडी परिसर/Neelakudi Campus, तिरुवारूर/Thiruvarur- 610 005
☎:04366-277359 / email: purchase@cutn.ac.in

Tender No.2021-22/02

28/04/2021

ANNUAL RATE CONTRACT FOR SUPPLY OF CHEMICALS, GLASSWARES, PALSTICWARES, FILTER/FILTER PAPERS, GASES AND LIQUID NITROGEN

The sealed tenders are here by invited from the manufactures or authorized dealers/suppliers/stockist for entering into **Annual Rate Contract** for the supply of the following four categories items to the Central University of Tamil Nadu.

Category	Description	Refundable Performance Security/Security Deposit
I	Laboratory Chemicals	Rs.15,000/- per Catalogue/Brand
II	Laboratory Glassware's	Rs.15,000/- per Catalogue/Brand
III	Laboratory Plasticwares & Filter/Filter Papers	Rs.15,000/- per Catalogue/Brand
IV	Gases and Liquid Nitrogen	Rs.10,000/-

Note:

Tenderers can quote for any one or the entire above Category. The interested parties may send their Tenders on the prescribed Tender Document along with bid security Declaration.

The tenders received without **Bid Security Declaration (Format as per Annexure –F)** will be rejected straight way. The University in no case will be held responsible for late delivery or loss of the any document.

The Tenders complete in all respects must be submitted in sealed envelopes which must be either delivered by hand or sent by, speed post or courier to the Registrar as per the address given below, super-scribing on the envelope **“Tender for Annual Rate Contract of Laboratory Consumables”**(1. Laboratory Chemicals 2. Laboratory Glassware's 3. Laboratory Plastic-Wares & Filter/Filter Papers 4. Gases and Liquid Nitrogen [Write the category as Applicable, submit separate tender document for each category])” so as to reach not later than **3:00 P. M. on 19.05.2021**. The postal address is:

**The Registrar,
Central University of Tamil Nadu, Neelakudi , Thiruvarur – 610 005**

1. Submission of Bids:

The documents should be enclosed in separate envelopes of appropriate size each of which should be sealed.

- a) **ENVELOPE NO.1:** Should contain (i)covering letter (ii)Technical Bid (Annexure – I to IV [As applicable]) and superscribed as **“Technical Bid”**
- b) **ENVELOPE NO. 2:** Should contain the quantum of discount on each item duly signed, stamped and super- scribed as “Financial Bid” (Annexure- V to VIII [As applicable]) and superscribed as **“Financial Bid”**
- c) **ENVELOPE NO. 3:** Should contain Envelope 1 and 2.

All Tenders should be made in English and the rates should be written in both figures and words. Tender documents can be downloaded from the website (www.cutn.ac.in) of the University/ CPP Portal.

The Tender documents must be submitted in an organized and structured manner. No brochure /leaflets etc. should be submitted in loose form. Please indicate page nos. on your tender, e.g. if the tender is containing 20 Pages, please indicate as 1/20, 2/20, 3/20 20/20.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/ instructions in this document may disqualify the bidders from the tender exercise.

The Central University of Tamil Nadu, reserves the right to select the item (in single or multiple units) or to reject any tender wholly or partly without assigning any reason.

The bidders or their authorized representative may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. The **Financial bid** of only those bidders will be opened whose technical bids are found suitable by the committee appointed for the purpose.

Date and time of opening of financial bids will be decided after technical bids have been evaluated by the Technical Evaluation Committee. Information in this regard will be posted on University website.

2. Clarification:

In case the bidders require any clarification in regarding the tender document, they may contact **The Assistant Registrar (Purchase), Central University of Tamil Nadu, Phone No. 04366 277359/432 on all working days between 10.00am to 6.00pm, Email: purchase@cutn.ac.in**

3. Eligibility Criteria

- (a) Valid registration certificate of the firm of the Govt./ State Govt (Attach a self-attested photocopy).
- (b) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm agency etc.
- (c) Price list/catalogue of the items from the Principal .
- (d) The bidder shall be a Manufacturer / Distributors / Suppliers/Agents /Stockist, Manufacturer Authorization Certificate from the Principal must be attached by the Bidder (Attach a self-attested photocopy) .
- (e) PAN number with document (Attach a self-attested photocopy).
- (f) GST/ Registration with document (Attach a self-attested photocopy).
- (g) **Financial Status:-**The average annual turnover from similar jobs, of the quoting firm should not be less than **15 Lakhs** in the last three consecutive years(i.e.2017-18,2018-19 and 2019-20). Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three years should be enclosed.(**Enclose Annexure – E with supporting Documents**)
- (h) The technical bid should be accompanied by **Bid Security Declaration(Enclose Annexure –F).**
- (i) Copy of Income Tax Return Acknowledgement for last **Three years** (2017-18,2018-19 and 2019-20).
- (j) The Bidder must have 03 years' experience of execution of similar work in Govt. Offices/PSUs/Autonomous Bodies and other similar organizations as on 01.04.2021. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.(**Enclose Annexure - D with supporting Documents**)

- (k) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid. **(UNDERTAKING TO THIS EFFECT AS PER ANNEXURE - C)**
- (l) Brochure, Original Technical Catalogue with detailed specification and picture of the product offered, if relevant.

4. Rate contract Means:

Rate contract for the supply of laboratory chemicals, glassware, laboratory filter/filter papers, Gases and Liquid Nitrogen with following terms and conditions:

- i. Manufacturers and authorized dealers/suppliers/stockists of manufacturers only shall participate in the Tender Process.
- ii. Each manufacturer will provide name of two authorized dealers in and around Tamil Nadu This is **mandatory** for each manufacturer if they want to supply through their authorized dealers/suppliers/stockiest.
- iii. **The bidder will not supply the items under Rate Contract, on a rate lesser than this Contract prices, to any other Govt. Institution/Autonomous Body/Scientific Institution.** If it is found to be so then proportionate recoveries will be made from the bidder and Blacklisting will also be done. Prices charged for the stores supplied under Rate Contract should under no circumstance be higher than lowest prices at which the party sells the items of identical description to any other Govt. organization / Private Organizations during the period of contract failing which the “FALL CLAUSE” will be applicable. A certificate to this effect may be provided by the firm that the lowest prices have been offered to CUTN. In case it is found that the price changed by the firm is higher than the one in RC, the same will be recovered from the subsequent/unpaid bill of the supplier and Security Deposit. **(Fall Clause - Format as per Annexure-A).**
- iv. Two certified printed copies of price list for the financial year along with discount which will be allowed on each item (two categories wise soft copies of price list in the form of CD/DVD be provided, **optional**). (Hard copy of the category wise price list and list after allowing discount on items proposed to be purchased along with stamp and sign is compulsory for placing order).

DETAILED TERMS AND CONDITIONS:

- 1. CUTN is registered with Department of Scientific Industrial Research (DSIR), for the purpose of availing 5 % GST as per the Notification No. 47/2017 -Integrated Tax (Rate) Vide No. TU/V/RG-CDE (1136)/2020 dated 23.09.2020 for Chemicals, Glassware etc. for research purpose.
- 2. All rates quoted should be inclusive of delivery at Central University of Tamil Nadu and should be net i.e. including packing weighing, insurance and forwarding charges. The GST is required to be quoted separately.
- 3. Sample wherever required shall be submitted by the Firms duly signed/stamped/tagged indicating specifications, make/brand to reach this office by the date and time fixed for opening of tender. Samples should be sent against pre- paid RRs/G.T.R.S. ‘To-pay consignments’ will not be entertained and sample will remain undelivered with authorities and transport companies at the risk of the firm.
- 4. In case where full specifications are not incorporated or where specifications are such that the supplier cannot quote for, the supplier’s own specifications should be stated in full for the articles quoted for. Any illustrative literature available, duly stamped and signed, should also accompany.
- 5. In all cases the country of manufacturers/particulars of manufacturer and unit of

- measurement etc., must prominently be stated. The unit should usually be the one stated in the inquiry.
6. All containers, packing cases, bags etc. will be deemed non-returnable unless specifically stated otherwise in the tender.
 7. The suppliers shall have to execute each order placed by any of indenting officers of the University individually, irrespective of its quantity/numbers.
 8. All supplies should be made within a fortnight of supply order or by the date stated in the order whichever is earlier. In case it is brought to the notice of the undersigned that the supply has not been made within the prescribed period, a penalty @ 0.5% of the delivered price of the delayed goods for each week, with maximum limit of 10% would be deducted from the bill and the tender will be cancelled and Performance Security will be forfeited. The University shall then be at liberty to make the purchase from any other source at supplier's risk and the University shall be free to blacklist the firm/suppliers.
 9. No price increase will be entertained during the period of the contract and rates approved shall remain in force during the rate contract period.
 10. The quantity/value of supply can be increased or decreased at the discretion of the University.
 11. The authorized dealers/suppliers once notified by the manufacturer/proprietors shall not be allowed to be changed in between the period of contract.
 - 11(i) The inspection of goods will be carried out by the consignee at the destination and rejected goods will have to be removed by the party at its own cost within 10 days of dispatch of advice from the indenting office failing which the goods will be at supplier's risk which may be disposed off by the University by public auction, if so considered.
 - 11(ii) The rejected goods will have to be replaced within 15 days of the dispatch by the Indenting Officer's registered notice intimating that the goods have been rejected, failing which the Indenting Officer will be entitled to make purchases at the risk and cost of the Contractor/Firms without any further reference to them.
 - 11(iii) If the supplier claims that the goods supplied by him/them are strictly according to the approved samples/specifications, he may file an appeal to the Vice-Chancellor of the University within five days of the receipt of the Registered Notice from the Indenting Officer/Consignee. Where such appeal has been filed, the Indenting Officer /Consignee will hold the goods with him till the final decision of the Vice-Chancellor.
 12. The supply must be completed satisfactorily within the stipulated period failing which the Indenting Officer concerned will have the right to purchase or allow to purchase the goods at supplier's risk, provided that where goods are not supplied according to the specifications and on account of urgency of the demand, the Indenting Officer decides to retain the inferior goods, the supplier will be entitled to receive payment not at the contract rate but at the rate fixed by the University with due regard to the quality of the material supplied. The Vice Chancellor is the final authority for the rate to be paid.
 13. The quotations may be accepted in part or whole, Conditional tender shall be rejected.
 14. The University reserves the right to enter into parallel contract with two or more firms and to accept or reject any tender without assigning any reason, if so required.
 15. In case of goods controlled by the Government, the quotations must be sent subject to the control rates and the other conditions and supplier will be paid at the controlled rate or on the rate offered by the supplier whichever is lower.
 16. Any dispute arising out of the deal shall be subject to the decision of the Vice- Chancellor of the University whose decision shall be final. Settlement of all disputes will be made within the jurisdiction of concerned court of Thiruvavarur, Tamil Nadu.
 17. Any term/condition given by the supplier/firm, in contravention to the terms contained in the tender shall not be acceptable and shall be treated as null and void.
 18. In the event of tender, being accepted, the quotations will be converted into a contract, which will be governed by these terms and conditions.

19. The above conditions will be enforced unless written order of the Controlling Officer/Competent authority is obtained relaxing any specific condition in any particular instance.
20. The tender shall be on the prescribed tender Form. The rates should be quoted against each item in the tender form. The special terms, if any, should be added on a separate sheet with tender.
21. The successful Firms will have to execute an agreement on the non-judicial paper of the value of Rs. 100.00 (specimen enclosed as **annexure F** for ready reference) duly signed and stamped.

Conditions of Contract

General Terms and Conditions

1. **Parties:** The parties to the contract are the contractor (the tenderer to whom the work has been awarded) and the Registrar, CUTN, Tamil Nadu for and on behalf of Central University of Tamil Nadu.
2. The Manufacturers (OEMS) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be enclosed to them for expeditious supply. In such cases where local dealer / stockiest has been nominated by the principal; the bills raised by them against our purchase order will be accepted.
3. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.
4. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the Website of CUTN (<http://www.cutn.ac.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
5. In case of supply of goods made through valid authorized dealer, their name & mail address may be declared / indicated in the tender.
6. **Signing of Tender:**
Individual signing the tender or other documents connected with contract must specify whether he sign as:
 - (a) A sole proprietor of the concern or constituted attorney of such proprietor;
 - (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a attorney duly executed by the partners of the firm.
 - (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is accompanies.
7. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, Central University of Tamil Nadu may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

8. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

9. Right of acceptance

The Central University of Tamil Nadu, Thiruvarur reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The Central University of Tamil Nadu, Thiruvarur reserve the right to reject any or all tenders / quotation or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

10. Delivery:

- a. Delivery of good shall be made by the supplier within 30 days of placing of purchase order however; in case of emergent requirement the firm has to supply the required quantity of goods within 1 weeks of placing of order also. In few cases, the items are to be delivered at a very short notice i.e. within 24 hours.
- b. No-Part Supply will be allowed, but in genuine cases with written request only.
- c. Defective items or items not supplied as per given brand of samples, if any supplied must be taken back and be replaced with no additional cost.
- d. The item will have to be supplied at Central University of Tamil Nadu. No transportation /Cartage charges will be provided for the same.

11. Liquidated Damages

Supply of material will have to be completed within 30 days or period mentioned in the purchase order. The liquidated damages charges @ 0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 5% of the total value of goods/ contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

12. Risk Purchase

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our supply order, Central University of Tamil Nadu, Thiruvarur reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

13. The Payment Clauses:

- a. The bill in triplicate may be sent to this office for settlement after satisfactory delivery of the material. The bill should have full particulars of the items(s) and tax components. No payment shall be made in advance nor shall any loan from any bank or financial institutions be recommended on the basis of the order of award of work. The contractor shall submit the bill only after supply of the material to the satisfaction of the Central University of Tamil Nadu, Thiruvarur, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and

passing of bill for payment will be initiated. No payment will be made for goods rejected.

b. No part payment will be made. Payment will be made on completion of full supply and no payment will be made for unsatisfactory supply.

- 14. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the Purchase Order/Contract without assigning any reason thereof and nothing will be payable by **Central University of Tamil Nadu**, in that event the Security Deposit shall also stands forfeited.
- 15. Subletting of Work:** The firm shall not assign or sublet the Purchase Order/Contract or any part of it to any other person or party without having first obtained permission in writing from **Central University of Tamil Nadu** , which will be at liberty to refuse if thinks fit. The tender is not transferable.
- 16. Arbitration:** If any conflict or difference concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual conciliation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Registrar, Central University of Tamil Nadu”. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act as or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1190 and the rule framed there under and in force shall be applicable to such proceedings.
- 17. Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Thiruvarur and all obligations hereunder shall be deemed to be located at Thiruvarur Court will have Jurisdiction to the exclusion of other courts.
- 18. Periodicity/ Duration of Tender:** The tender is initially for the period of one year and may be extended for further period of 2 (TWO) year.
- 19. Security Deposit:** The successful bidder those who have enter into rate contract on respective category they have to submit the Security Deposit for an amount as mentioned in the page 2 of Tender document. Security Deposit amount has to submitted in the form of Demand Draft. The demand draft shall be in favour of “**Central University of Tamil Nadu**”payable at Thiruvarur, Tamil Nadu. The Security Deposit amount is refundable within 60 days from the date of expiry of rate contract.

Other terms & conditions of the Contract

1. The successful firm shall enter into a contract with CUTN for one year from the date of award the contract. Central University of Tamil Nadu shall, however, reserve the right to terminate the contract at any time without assigning any reason
2. The firm may supply the required items as per the price list under the rate contract of the manufacturer, showing clearly the discount offered.
3. The articles should be securely packed to avoid damages etc. in transit.
4. Central University of Tamil Nadu shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond

- office hours/holidays /place of supply for which, no additional payment shall be made.
5. The firm should have a responsible person available on call on all working days between 09:00 Hrs to 18:00Hrs.
 6. The material shall be delivered at the Central University of Tamil Nadu with a remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product
 7. Order shall be issued on actual need basis. Bills in triplicate for the items supplied by the selected firm(s) should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office/department and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by Central University of Tamil Nadu.
 8. In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Purchase Committee/ the department concerned reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.
 9. Each page of the Tender Document to be signed and stamped by the bidder in token of having accepted the same.
 10. **Discount:** The Discount which will be offered by the manufacturer/ authorized distributions on the manufacturer's price list for the year 2020-21 may be mentioned. Firms must offer a flat discount rate on all items instead of separate discount on different items like culture media, chemicals etc.
 11. **Sale GST:** The rate of Sale GST should be mentioned clearly.
 12. **Authorization Letter:** Authorization letter from the manufacturer for the current financial year should be submitted along-with quotation, failing which quotation will not be considered.
 13. The Central University of Tamil Nadu, Thiruvavarur reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.

Special Conditions:

- (a) Freight, insurance charges, if any will be borne by the supplier, similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.
- (b) GST and the other Govt. levies will be paid extra as applicable.
- (c) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R basis to the University from railway/ road transport.
- (d) No revision in discount (on higher side) will be accepted during contract period.
- (e) Order will be placed as per requirement, irrespective of value of the order.
- (f) Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.

(g) Supply should be made from the latest batch of production with maximum life period & original packing.

Inspection:

- (a) Central University of Tamil Nadu, shall have the right to inspect and /or to test the goods to confirm their conformity to relevant Indian International Standards at no extra cost to the Central University of Tamil Nadu, Thiruvarur.
- (b) Central University of Tamil Nadu reserves the right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by CENTRAL University of Tamil Nadu prior to the goods shipment.
- (c) Central University of Tamil Nadu shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- (d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

Annexure- I

Technical Bid for Category-I FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY OF LABORATORY CHEMICALS.

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

Name of Firm/Agency	
Registered Address	
Telephone No. (Landline) Fax No Mobile No. Email Address	
Name & Address of Branch, if any	
Type of Organization(Whether sole Proprietorship/Partnership /Private Ltd.etc	
Name of Proprietor/ Partners/Directors of the Organization/Firm	
Bid Security Declaration	
GST Registration	
PAN No of the Dealer	
Annual Turnover of the firm / company for the last three financial years	2017-2018 : 2018-2019 : 2019-2020:
IEC (Import Export Code) if applicable	

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
I	Valid Registration Certificate of the entity from the Govt./ State Govt.		
II	Duly filled form of technical bid		
III	Status of the bidder (Manufacturer/Distributor/Supplier/Agent). Copy of Constitution or legal status of the bidder manufacturer/sole proprietorship/ firm agency etc.		
IV	Price list/catalogue of the items from the Principal as applicable		
V	Manufacturer Authorization Certificate from the Principal must be attached by the bidder.		
VI	PAN Number with document (Attach a self-attested photo copy).		
VII	GST Registration with document (Attach a self-attested photo copy).		
VIII	Copy of Income Tax Return Acknowledgement for last three years.		

IX	<p>Financial Status of the entity The average annual turnover, of the quoting firm shall not be less than Rs.15 lakhs in the last three consecutive years.</p> <p>Enclose the following for 3 Previous Financial Years(2017-18,2018-19 and 2019-20):</p> <ol style="list-style-type: none"> 1 Copies of Profit & Loss and Balance Sheets duly authenticated by a Chartered Accountant. 2 Income Tax Returns. <p>(Enclosed Annexure - E with supporting Documents)</p>		
X	<p>The bidder must have 03 years' experience in supply of Chemicals/Glassware etc... to Govt. Offices/PSUs/Autonomous Bodies/ Govt. Educational .Institutions. Necessary supporting documents like Purchase orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.</p> <p>(Enclosed Annexure–D with supporting Documents)</p>		
XI	<p>The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bid. Similarly, blacklisted/ banned/ debarred firms/ company by any central/ State Govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.</p> <p>(Enclosed Annexure –C)</p>		
XII	<p>Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.</p>		
XIII	<p>Dealership/ Distributor/ Supplier/ Indian Agent/ Foreign Associates Authorized Certificate for the Supply of.....</p>		
XIV	<p>Name of the Foreign/Indigenous/Principal of the manufacture of machine/plant/equipment from where these are to be imported/procured for supply/ Authorization Certificate from the Principal</p>		
XV	<p>Name and Address of the Principal/Manufacture</p>		
XVI	<p>Any other relevant information (Specify)</p>		
XVII	<p>Bid Security Declaration (Format as per Annexure – F) along with valid MSME/NSIC/SSI certificate (if available).</p>		
XVIII	<p>Integrity Pact (Format as per Annexure – G)</p>		

Place:

Name and signature of the authorized person of the firm
/tenderer along with seal

Dated:

Annexure- II

Technical Bid for Category-II FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY OF LABORATORY GLASS-WARES

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

Name of Firm/Agency	
Registered Address	
Telephone No. (Landline) Fax No Mobile No. Email Address	
Name & Address of Branch ,if any	
Type of Organization(Whethersole Proprietorship/Partnership /Private Ltd.etc	
Name of Proprietor/ Partners/Directors of the Organization/Firm	
Bid Security Declaration	
GST Registration	
PAN No of the Dealer	
Annual Turnover of the firm / company for the last three financial years	2017-2018 : 2018-2019 : 2019-2020:
IEC (Import Export Code) if applicable	

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
I	Valid Registration Certificate of the entity from the Govt./ State Govt.		
II	Duly filled form of technical bid		
III	Status of the bidder (Manufacturer/Distributor/Supplier/Agent). Copy of Constitution or legal status of the bidder manufacturer/sole proprietorship/ firm agency etc.		
IV	Price list/catalogue of the items from the Principal as applicable		
V	Manufacturer Authorization Certificate from the Principal must be attached by the bidder.		
VI	PAN Number with document (Attach a self-attested photo copy).		
VII	GST Registration with document (Attach a self-attested photo copy).		

VIII	Copy of Income Tax Return Acknowledgement for last three years.		
IX	Financial Status of the entity The average annual turnover, of the quoting firm shall not be less than Rs.15 lakhs in the last three consecutive years. Enclose the following for 3 Previous Financial Years(2017-18,2018-19 and 2019-20): 3 Copies of Profit & Loss and Balance Sheets duly authenticated by a Chartered Accountant. 4 Income Tax Returns. (Enclosed Annexure - E with supporting Documents)		
X	The bidder must have 03 years' experience in supply of Chemicals/Glassware etc... to Govt. Offices/PSUs/Autonomous Bodies/ Govt. Educational .Institutions.. Necessary supporting documents like Purchase orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer. (Enclosed Annexure–D with supporting Documents)		
XI	The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bid. Similarly, blacklisted/ banned/ debarred firms/ company by any central/ State Govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid. (Enclosed Annexure –C)		
XII	Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.		
XIII	Dealership/ Distributor/ Supplier/ Indian Agent/ Foreign Associates Authorized Certificate for the Supply of.....		
XIV	Name of the Foreign/Indigenous/Principal of the manufacture of machine/plant/equipment from where these are to be imported/procured for supply/ Authorization Certificate from the Principal		
XV	Name and Address of the Principal/Manufacture		
XVI	Any other relevant information (Specify)		
XVII	Bid Security Declaration (Format as per Annexure – F) along with valid MSME/NSIC/SSI certificate (if available).		
XVIII	Integrity Pact (Format as per Annexure – G)		

Place:

Name and signature of the authorized person of the firm
/tenderer along with seal

Dated:

Annexure- III

Technical Bid for Category-III

FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY OF LABORATORY PLASTIC-WARES & FILTER/FILTERPAPERS

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

Name of Firm/Agency	
Registered Address	
Telephone No. (Landline) Fax No Mobile No. Email Address	
Name & Address of Branch, if any	
Type of Organization(Whether sole Proprietorship/Partnership /Private Ltd.etc	
Name of Proprietor/ Partners/Directors of the Organization/Firm	
Bid Security Declaration	
GST Registration	
PAN No of the Dealer	
Annual Turnover of the firm / company for the last three financial years	2017-2018 : 2018-2019 : 2019-2020:
IEC (Import Export Code) if applicable	

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
I	Valid Registration Certificate of the entity from the Govt./ State Govt.		
II	Duly filled form of technical bid		
III	Status of the bidder (Manufacturer/Distributor/Supplier/Agent). Copy of Constitution or legal status of the bidder manufacturer/sole proprietorship/ firm agency etc.		
IV	Price list/catalogue of the items from the Principal as applicable		
V	Manufacturer Authorization Certificate from the Principal must be attached by the bidder.		
VI	PAN Number with document (Attach a self-attested photo copy).		
VII	GST Registration with document (Attach a self-attested photo copy).		
VIII	Copy of Income Tax Return Acknowledgement for last three years.		

IX	<p>Financial Status of the entity The average annual turnover, of the quoting firm shall not be less than Rs.15 lakhs in the last three consecutive years.</p> <p>Enclose the following for 3 Previous Financial Years(2017-18,2018-19 and 2019-20):</p> <p>5 Copies of Profit & Loss and Balance Sheets duly authenticated by a Chartered Accountant.</p> <p>6 Income Tax Returns.</p> <p>(Enclosed Annexure - E with supporting Documents)</p>		
X	<p>The bidder must have 03 years' experience in supply of Chemicals/Glassware etc... to Govt. Offices/PSUs/Autonomous Bodies/ Govt. Educational .Institutions.. Necessary supporting documents like Purchase orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.</p> <p>(Enclosed Annexure–D with supporting Documents)</p>		
XI	<p>The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bid. Similarly, blacklisted/ banned/ debarred firms/ company by any central/ State Govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.</p> <p>(Enclosed Annexure –C)</p>		
XII	<p>Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.</p>		
XIII	<p>Dealership/ Distributor/ Supplier/ Indian Agent/ Foreign Associates Authorized Certificate for the Supply of.....</p>		
XIV	<p>Name of the Foreign/Indigenous/Principal of the manufacture of machine/plant/equipment from where these are to be imported/procured for supply/ Authorization Certificate from the Principal</p>		
XV	<p>Name and Address of the Principal/Manufacture</p>		
XVI	<p>Any other relevant information (Specify)</p>		
XVII	<p>Bid Security Declaration (Format as per Annexure – F) along with valid MSME/NSIC/SSI certificate (if available).</p>		
XVIII	<p>Integrity Pact (Format as per Annexure – G)</p>		

Place:

Name and signature of the authorized person of the firm
/tenderer along with seal

Dated:

Technical Bid for Category-IV

FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY OF GASES/LIQUID NITROGEN

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

Name of Firm/Agency	
Registered Address	
Telephone No. (Landline) Fax No Mobile No. Email Address	
Name & Address of Branch, if any	
Type of Organization(Whether sole Proprietorship/Partnership /Private Ltd.etc	
Name of Proprietor/ Partners/Directors of the Organization/Firm	
Bid Security Declaration	
GST Registration	
PAN No of the Dealer	
Annual Turnover of the firm / company for the last three financial years	2017-2018 : 2018-2019 : 2019-2020:
IEC (Import Export Code) if applicable	

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
I	Valid Registration Certificate of the entity from the Govt./ State Govt.		
II	Duly filled form of technical bid		
III	Status of the bidder (Manufacturer/Distributor/Supplier/Agent). Copy of Constitution or legal status of the bidder manufacturer/sole proprietorship/ firm agency etc.		
IV	Price list/catalogue of the items from the Principal as applicable		
V	Manufacturer Authorization Certificate from the Principal must be attached by the bidder.		
VI	PAN Number with document (Attach a self-attested photo copy).		
VII	GST Registration with document (Attach a self-attested photo copy).		
VIII	Copy of Income Tax Return Acknowledgement for last three years.		

IX	<p>Financial Status of the entity The average annual turnover, of the quoting firm shall not be less than Rs.15 lakhs in the last three consecutive years.</p> <p>Enclose the following for 3 Previous Financial Years(2017-18,2018-19 and 2019-20):</p> <p>7 Copies of Profit & Loss and Balance Sheets duly authenticated by a Chartered Accountant.</p> <p>8 Income Tax Returns.</p> <p>(Enclosed Annexure - E with supporting Documents)</p>		
X	<p>The bidder must have 03 years' experience in supply of Chemicals/Glassware etc... to Govt. Offices/PSUs/Autonomous Bodies/ Govt. Educational .Institutions.. Necessary supporting documents like Purchase orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.</p> <p>(Enclosed Annexure–D with supporting Documents)</p>		
XI	<p>The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bid. Similarly, blacklisted/ banned/ debarred firms/ company by any central/ State Govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.</p> <p>(Enclosed Annexure –C)</p>		
XII	<p>Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.</p>		
XIII	<p>Dealership/ Distributor/ Supplier/ Indian Agent/ Foreign Associates Authorized Certificate for the Supply of.....</p>		
XIV	<p>Name of the Foreign/Indigenous/Principal of the manufacture of machine/plant/equipment from where these are to be imported/procured for supply/ Authorization Certificate from the Principal</p>		
XV	<p>Name and Address of the Principal/Manufacture</p>		
XVI	<p>Any other relevant information (Specify)</p>		
XVII	<p>Bid Security Declaration (Format as per Annexure – F) along with valid MSME/NSIC/SSI certificate (if available).</p>		
XVIII	<p>Integrity Pact (Format as per Annexure – G)</p>		

Place:

Name and signature of the authorized person of the firm
/tenderer along with seal

Dated:

Financial Bid for Category-I

**FORMAT FOR FINANCIAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT
FOR THE SUPPLY OF LABORATORY CHEMICALS.**

Sr. No.	Description of items	Brand /Make	Quantum of Discount offered on each items
1.	Laboratory Chemicals		

Place:

Name and signature of the authorized person of the firm
/tenderer along with seal

Dated:

Price list w.e.f. _____ to _____ (Period)

Financial Bid for Category-II

**FORMAT FOR FINANCIAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT
FOR THE SUPPLY OF LABORATORY GLASS-WARES.**

Sr. No.	Description of items	Brand/ Make	Quantum of Discount offered on each items
1.	Laboratory Glass Wares		

Place:

Name and signature of the authorized person of the firm
/tenderer along with seal

Dated:

Price list w.e.f. _____ to _____ (Period)

Financial Bid for Category-III

FORMAT FOR FINANCIAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY OF LABORATORY PLASTIC-WARES & FILTER/FILTERPAPERS

Sr. No.	Description of items	Brand /Make	Quantum of Discount offered on each items
1.	Plasticwares		
2	Filter/Filter Papers		

Place: _____
Name and signature of the authorized person of the firm
/tenderer along with seal

Dated:

Price list w.e.f. _____ to _____ (Period)

Annexure-VIII

Financial Bid for Category-IV

FORMAT FOR FINANCIAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT FOR
THE SUPPLY OF GASES/LIQUID NITROGEN

Sr. No.	Description of items		Quantum of Discount offered on each items
1.	GASES		
2	LIQUID NITROGEN		

Place:

Name and signature of the authorized person of the firm
/tenderer along with seal

Dated:

Price list w.e.f. _____ to _____ (Period)

CHECK LIST

(Please Tick mark which is applicable)

1.	Bid Security Declaration as per Annexure - F	Yes/ No
2.	Pan No. with ownership proof attached	Yes/ No
3.	GST attached	Yes/ No
4.	Declaration certificate regarding, rates are not quoted lesser than this Contract prices, to any other Govt. Institution/ Autonomous Body/ Scientific Institution. Fall Clause as per Annexure - A	Yes/ No
5.	Self-Declaration by Tender as per Annexure - B	Yes/ No
6.	Self-Declaration –No Blacklisting as per Annexure C	Yes/ No
7.	Technical bid in the prescribed format attached	Yes/ No
8.	Financial bid in the prescribed format attached	Yes/ No
9.	Details of reputed Organizations where the tenderer has executed/running similar type of rate contract as per Annexure D	Yes/ No
10.	Details of Annual Turnover as per Annexure - E	Yes/ No
11.	Valid Authorization Letter from the manufacturer on their Letter Head	Yes/ No
12.	Integrity Pact as per Annexure G	Yes/No

Note: *Submission of bid is as per terms & conditions as stated above.*

Place:

Name and signature of the authorized person of the firm
/tenderer along with seal

Dated:

FALL CLAUSE NOTICE CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____.

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organization/PSU's/Autonomous Bodies/Pvt. Organizations during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our firm is more, Central University of Tamil Nadu will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Place:

Date: Seal and Signatures of Authorized Signatory

Note: This letter of authority should be on the **letterhead of the quoting firm** and should be signed by a person competent and having the power of attorney to bind the same.

DECLARATION BY THE TENDERER

It is hereby declared that I/we _____ the undersigned, have read and understood all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/we will abide by all the terms and conditions. This is also certified that our principal manufacturing firm has no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Signature:

Name:

Designation:

On behalf of Firm/Tenderer

(with seal)

SELF-DECLARATION –NO BLACKLISTING

To
The Registrar
Central University of Tamil Nadu

Dear Sir/Madam,

Ref: Tender for Annual Rate Contract Provider for CUTN

In response to the Tender Document for Annual Rate Contract for supply of **(1)** Laboratory Chemicals **(2)** Laboratory Glass Wares **(3)** Laboratory Plastic-Wares & Filter/Filter Papers **4.** Gases and Liquid Nitrogen [Write Any one category as Applicable for the particular Tender]) for CUTN, I/ We hereby declare that presently our Company/firm__is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body/ Govt. Educational .Institutions.

We further declare that presently our C o m p a n y / firm_____is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body/ Govt. Educational .Institutions on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization _____

Annexure D

EXPERIENCE DETAILS

Sl No.	Name of the Organization	Whether Academic (or) Non-academic Organization	Nature of organization (Govt/PSU/ Private)	Date of commencement as per contract	End date of the contract	Name, Address AND Telephone No. of the Officer to whom reference may be made

Please Attached Copy of Order /Work Completion Certificates as supporting Documents

Annexure E

ANNUAL TURNOVER FOR LAST 03 (THREE) YEARS

Sl No.	Financial Year	Annual Turnover (In Rs. In Lakhs)	Remarks
1.	2017-18		
2.	2018-19		
3.	2019-20		

The bidder shall submit the attested copies of the audited balance sheets along with Profit and loss statements and Auditors report and schedules duly certified by the bidder and Chartered Accountant. Certificate from the Chartered Accountant, wherever the Annual Turnover is certified for the relevant financial year in which the minimum criteria of Annual Turnover is satisfied should also be submitted.

Date :

ANNEXURE-F

BID SECURITY DECLARATION FORM

(In lieu of EMD, as per the directions of MOF,DOE, GOI. OM No.F.9/4/2020-PPD dated 12.11.2020)

Date: _____

Tender No.2021-22/

To

The Registrar,
Central University of Tamil Nadu,
Thiruvarur.

Sir/Madam,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature: _____

In the capacity of: _____

Name: _____

Duly authorized to sign the bid for an on behalf of M/s. _____

Dated on _____ day of _____

Corporate Seal:

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

(To be printed on Supplier's letterhead)

INTEGRITY PACT

General

This pre-bid pre-contract Agreement herein after called the Integrity Pact is made on day of the month of, between, on one hand, the President of India acting through Registrar, Central University of Tamil Nadu, Thiruvarur hereinafter called the “BUYER” of the first part and M/s..... represented by Shri, Director /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/Seller” of the second part.

WHEREAS the BUYER proposes to Annual Rate Contract for supply of **(1) Laboratory Chemicals (2) Laboratory Glasswares (3) Laboratory Plastic-Wares & Filter/Filter Papers (4) Gases/Liquid Nitrogen** [Write Any one category as Applicable for the particular Tender] and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 13 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principal's or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has

made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Bid Security Declaration:

- 5.1. The bidder has to submit Bid security Declaration as per Annexure F.

6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:

- 6.1 Performance Guarantee is mandatory.
- 6.2 Performance Guarantee shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.

63 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

64 The performance guarantee shall be kept valid during the entire period of the contract and shall continue to be enforceable for a period of 60 days beyond the date of fulfillment of all contractual obligations including warranty period.

7. **Sanctions for Violations**

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en cash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

72 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

73 The decision of the BUYER to the effect that a breach of the provisions of this pact

has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this pact.

8. Fall Clause

81 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or autonomous body and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU or autonomous body at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. Independent monitors

91 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Central University of Tamil Nadu, Thiruvavur).

92 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

93 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

94 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

95 As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the BUYER.

96 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

97 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

98 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Thiruvavur, Tamil Nadu.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity

- 13.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2 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.
- 14. The parties hereby sign this Integrity Pact.

BUYER SIGNATURE

BIDDER SIGNATURE

Date Place: Witness 1. _____ 2. _____	Date &Place: Witness 1. _____ 2. _____
--	---