



# तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

नीलक्कुड़ी परिसर/Neelakudi Campus, तिरुवारूर/Thiruvarur- 610 005.

☎ : 04366-277359 / email: [purchase@cutn.ac.in](mailto:purchase@cutn.ac.in)

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## EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS FOR PROCUREMENT OF COMPUTER HARDWARE, COMPUTER PERIPHERALS, AND NETWORK EQUIPMENTS

**Tender No.2021-22/08**

**Date of Issue: 28.09.2021**

**Date of closing: 21.10.2021**

The Central University of Tamil Nadu, Thiruvarur invites EOI from reputed vendors for supply of Computer Hardware, Computer Peripherals, and Network Equipments. The interested suppliers/vendors are requested to submit the Application Form along with necessary supporting documents as per Annexure -I.

The application for empanelment should be made in the prescribed format (as per Annexure-1), along with the other relevant details, including terms and conditions of empanelment, can be downloaded from the University web-site <http://www.cutn.ac.in/tenders>. The applications, duly filled in the prescribed format and complete in all respects, may be submitted in a sealed cover clearly super-scribing it as “**Application for Empanelment of Vendors for supply of Computer Hardware, Computer Peripherals, and Network Equipments**” along with a non-refundable registration fee of Rs.500/- (Rupees five hundred only) must reach to the Registrar, Central University of Tamil Nadu, Neelakudi, Thiruvarur – 610 005 on or before 21.10.2021 at 3.00pm.

The items for which, EOI is being invited are classified into following three categories:

- I) Computer Hardware
- II) Network Equipments
- III) Computer Peripherals

The detailed list of items is enclosed as Annexure – II.

The last date for submission of application is 21.10.2021 at 3.00pm. Application (s) received after last date and time of submission will not be considered. For further details you may contact Purchase Section at 04366-277359 or e-mail at [purchase@cutn.ac.in](mailto:purchase@cutn.ac.in) with the subject line “Empanelment of vendors for procurement of Computer Hardware, Computer Peripherals, and Network Equipments – enquiry”.

Incomplete applications are liable to be rejected. The decision of the University in accepting/rejecting any application will be final and no disputes in this regard will be entertained by the CUTN.

**REGISTRAR**

## Eligibility for Registration / Empanelment:

Only those bidders, who fulfill/ satisfy the eligibility criteria as mentioned herein below with proven capabilities in supply, installation, commissioning and maintenance of Hardware/ Networking etc. need to respond.

Sl. No.	Eligibility Criteria	Proof of Documents required / must be submitted
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on EOI issuance date.	Certificate of incorporation issued by Registrar of Companies along with Copies of Memorandum of Association, Shareholding Pattern, Partnership Deed.  PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.  MSME/NSIC/SSI Registration Certificate issued by NSIC (if applicable).
2	Bidder should be an original manufacturer of product or their authorized representative / dealer. In case of authorized representative, a letter of authorization from the original manufacturer must be furnished.	Letter of authorization (MAF) from original manufacturer must be furnished in original duly signed & stamped
3	Bidder should be a financially sound and profitable firm/company and they must have Average Annual Turnover of not be less than Rs.25 Lakhs during the last 3 financial years i.e. 2017-18, 2018-19 and 2019-20 (Audited Balance Sheets / Auditor's Certificate for the last three financial years to be submitted).	Copy of the audited balance sheet, certificate from the Chartered Accountant of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2017-18, 2018-19 & 2019-20 should be submitted.
4	Bidder should have experience of at least 3 years in last 5 years in India as of EOI issuance date in PSUs, Institutes/ Government Departments / Undertakings (State / Central/ MNC Companies) for supply, installation & maintenance support services of Hardware / Software etc. as mentioned in respective group for eligibility in the said group.	Documentary evidence with relevant copies of Purchase Order along with Completion Certificates / Installation Reports / Project Sign-Offs, in the last five years including names of minimum 3 clients with Phone and Fax numbers, E-Mail IDs etc.

5	Authorized service center in Chennai / Trichy / Tanjore / Kumbakonam or any other nearby city/town in Tamil Nadu or Pondicherry.	Bidder should submit detailed list of such support centers covering the locations
6	Bidder should be having technical manpower to provide service at all respective locations. In case of Authorized Distributor & Reseller, there should be a back to back arrangement with the OEM for deliverables (spares & skill), supported by documentary evidence/s (at least one certificate for each deliverable from OEM to be attached).	List of Service Centre with full address, name of contact person, contact number.
7	Bidder should not have been debarred / black-listed by any PSUs, Institutes/ Government Departments / Undertakings (State / Central) or any other regulatory authority in India as on date of EOI submission.	Undertaking is to be Submitted.
8	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Undertaking is to be Submitted in company's letter head.

**Note: Bidders have to provide copies of supporting documents against each criteria mentioned above, without which bid may be rejected summarily.**

## **Benefits of Registration**

The firms registered with CUTN will enjoy the following benefits:

1. The panel of vendors empanelled through this EOI shall be eligible for supply, as per Enquiry as and when raised by CUTN.
2. In case of Limited Tender process, bids will be obtained from empanelled vendors (relevant category) only.
3. In case of advertised tender enquiries, copies of tender notices may be sent to the registered firms giving them advance information to enable them to prepare and participate in the Tender.

## **Empanelment / Registration Procedure**

1. The applicant should read all the pages of the document.
2. Correct / relevant information / data have to be furnished by the vendors.

3. Service providers / suppliers seeking application form shall have to pay the fees of Rs.500/- for registration / empanelment. The amount shall be paid by a demand draft drawn in favor of “Central University of Tamil Nadu”, payable at Thiruvarur.
4. Service providers / suppliers shall have to fill and submit the hard copy of Registration Form along with required documents and registration fees to the Registrar, Central University of Tamil Nadu, Neelakudi, Thiruvarur – 610 005.
5. Applications incomplete in any respect, viz. non-submission of any required document or information, or registration fee in requisite amount are liable for rejection.
6. The sealed envelope containing the Registration Form, documents & fee should be clearly super-scribed on the top of the envelope as “**Application for Empanelment of Vendors for supply of Computer Hardware, Computer Peripherals, and Network Equipments**”.
7. On receipt of the Registration Form along with the requisite documents as mentioned above and after scrutiny the supplier shall be registered with the CUTN.

### **Bid Security Declaration**

A Bidder is required to submit along with its Bid a Bid Security Declaration. The Bidder has to sign a Bid Security Declaration accepting that the Bidder will be suspended for participation in the tendering process of the CUTN in future, if

- 1) the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or  
the Bidder is awarded the Contract and fails to sign the Contract; or
- 2) the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
- 3) the Bidder fails to submit the requisite documents as per the tender specification; or
- 4) The Bidder violates any of the provisions of the terms and conditions of this tender specification.

The Bid Security Declaration shall be submitted as per the format at **Annexure-IV**.

## **Terms & Conditions for Vendor Registration / Empanelment as a Supplier**

### **General Clauses**

1. The empanelment is valid for a period of one year from the date of approval of the competent authority which may be extended for a further period of one year subject to satisfactory performance and verification of documents as asked for by the authority of CUTN.
2. CUTN reserves the rights to accept, consider or reject any or all applications without

assigning any reasons thereof. The decision of CUTN in respect of registration of vendors shall be final & binding on all concerned registered firms / vendors in the panel of CUTN.

3. Vendors once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of CUTN and keep the Institute informed of new developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.
4. This document is treated as a valid contract between CUTN and Vendor and adherence to all aspects of fair trade practices in executing the purchase orders / work orders placed by CUTN from time to time during the registration period.
5. In case of empanelled vendor is found in breach of any terms & condition(s) of CUTN or supply/work order, at any stage during the course of supply the legal action as per rules/laws, shall be initiated against the vendor, debarring and blacklisting the vendor concerned for at least three years for further dealings with CUTN.
6. The vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment. Any vendor can get registered and empanelled any time throughout the year. All those firms which are registered and confirmed shall be entertained for various queries.
7. All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a registered supplier. In all future correspondence with CUTN, empanelled vendors are required to quote the Registration No.
8. The CUTN has all the rights reserved to add / delete / alter any of the items and to amend/ add any of the terms and conditions included in the registration granted to firms with effect from any date, without assigning any reason(s) for the same.

### **Price Variation Clause**

During the validity of the empanelment including the extended period, if the vendor supplies any item of similar nature to any other department / Organization at a price lower than the price fixed for CUTN, the vendor must voluntarily pass on the price difference to CUTN with immediate effect.

### **Indemnity**

The selected vendor shall indemnify the CUTN and user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. CUTN/ User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.

### **Termination for Default**

1. Default is said to have occurred i) if the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension

thereof granted by CUTN. ii) If the vendor fails to perform any other obligation(s) under the empanelment.

2. CUTN reserves its right to terminate the contract of any agency / agencies in case of change in the Government procedures or unsatisfactory services.

### **Payment**

1. Request for advance payment will not be entertained. Payment for work awarded will be made to agency/firm, after completion of work to the satisfaction of the Committee / authorities.
2. The agency/firm will also be responsible for packaging and delivery of the material.

### **Penalty Clause**

Penalty in case of undue delay in execution of work allotted, submission of erroneous tenders, poor quality of product, under performance, etc. will be levied on job to job basis. The penalty could be in the form of deduction from the total amount payable to the agency for the work awarded, de-empanelment of the agency, forfeiting Security deposit or any other action deemed appropriate.

### **Jurisdiction**

All disputes in this connection shall be settled in Thiruvarur jurisdiction only.

### Application Format for Vendor Registration

Sl.No	Particulars	
1)	i) Name of Vendor/Supplier/Service Provider/ applicant organization: ii) Address of the Registered office: iii) Phone No.: iv) Email Address: v) Website if any: vi) Year of commencement of Business: vii) GST Number: viii) Income Tax no. (PAN)	
2)	Type of organization: Public Limited / Private limited / Partnership / Proprietary firm. <b>Pl attach</b> Certificate of incorporation of business	
3)	i) Name of the Directors / MD/ CEO/Proprietor/Partners ii) Name and Designation, Phone/ Mobile No. fax, mail ID of the person authorized to sign on behalf of the Company/firm:	
4)	Details of Registration – (whether partnership firm, company, society, etc.) Registering Authority, Date, Registration No., etc., mentioning the business/activity of the firm (A copy to be enclosed)	
5)	Details of offices in Tamil Nadu including complete address, telephone No., Fax Numbers, mail ID of contact person, etc. (Copy of documentary proof to be enclosed)	
6)	Experience in delivery of similar IT products in the last three years in any PSUs, Institutes/ Government Departments / Undertakings (State / Central/MNC Companies) .A list of important assignments may be indicated for the same along with supporting documents.	
7)	Audited Annual Turnover of not be less than Rs.25 Lakhs during last 3 years (Enclose Chartered Accountant's certification)Year 1: 2017-18 Year 2: 2018-19 Year 3: 2019-20	
8)	Profit & Loss for the last 3 years (Enclose Chartered Accountant's certification)	
9)	Whether you are in the panel of any Central/State Govt./Nationalized Bank / PSU / if yes, pl submit details.	
10)	Bid Security Declaration submitted. (Yes/No)(In addition, Firms who are registered with National Small Industries Corporation (NSIC) or Small Scale	Format as per Annexure –IV

	Industries (SSI) or Micro, Small & Medium Enterprises (MSME) are have to submit valid NSIC/SSI/MSME Certificate.)	
11)	Integrity Pact duly signed.	Format as per Annexure –V

**Note: Bidders have to provide copies of supporting documents against each criteria mentioned above, without which bid may be rejected.**

**Details of Major Customers**

Names of Autonomous institutions/ Government departments / Major Public sector undertakings / Research and Development institutions where your firm is registered:

S. No.	Name of the Institution	Empanelled for	Contact Name	Contact Number

**Details of Registration fee (Rs.500/-)**

D.D. No. : \_\_\_\_\_ Date: \_\_\_\_\_ Bank: \_\_\_\_\_

**DECLARATION BY VENDOR**

I/We do hereby accept the “Terms & Conditions” as provided by the Central University of Tamil Nadu, Thiruvavur along with the **EOI for Empanelment of Vendors for supply of Computer Hardware, Computer Peripherals, and Network Equipments** at Central University of Tamil Nadu, Thiruvavur to be provided as per tender/quotation process, in the event of placement of any order on us. The University shall be at liberty to cancel the empanelment in the event of failure of any of the above declaration made by us.

No employee or direct relation of any employee of CUTN is in way connected as Partner /Shareholder/Director/Advisor/Consultant/Employee etc. with the Company.

The information furnished is correct to the best of my knowledge and belief.

.....  
(Signature of Proprietor/Partner/Chief Executive)

Name .....  
(In Capital Letter)

Place: .....

(Seal of Vendor)

Date: .....



## Detailed list of items for which EOI invited for empanelment

I) Computer Hardware:

S.no	Name of the Item	Item description		Remarks
		Specifications	Model /Model	
1.	Motherboard	Intel H61 Chipset family	Gigabyte / Mercury	
2.	Motherboard	Intel H81 Chipset family	Gigabyte / Mercury	
3.	Motherboard	Intel Q85 Chipset family	Gigabyte / Mercury	
4.	Motherboard	Intel H110 Chipset family	Dell OptiPlex 3046, DP/N: 0GCXFM or equivalent	
5.	Motherboard	Intel H110 Chipset family	Dell OptiPlex 3050, DP/N: OWOCHX or equivalent	
6.	Motherboard	Intel H110 Chipset family	Dell OptiPlex 7050 DP/N:OXHGV1	
7.	Motherboard	Intel H110 Chipset family	Dell OptiPlex 9020 DP/N: ON4YC8	
8.	Motherboard	Intel H110 Chipset family	Dell OptiPlex 5050 DP/N: OWWJRX	
9.	Motherboard	Intel H110 Chipset family	Del Vostro 3268 DP/N:0Y2YM6	
10.	Motherboard	Intel H81 Chipset family	Pro One 400 G1 P/N:PDTLL0J0Z9P5L9, AS#737182-001	
11.	Motherboard	Intel H81 Chipset family	Hp All in One 20R141IN P/N:PERRA0G0Z2127D AS#793298-001	
12.	Motherboard	Intel H81 Chipset family	Pro Desk 400 G2 P/N:PENLN0DP19U0LJ AS#78906-001	
13.	Display	Hp All in One 20R141IN 49.53 cm (19.5 in) diagonal widescreen high-definition+ LED backlit display	P/N: 732773-003, CT: CDRDA3BYN2144V, CMJ5E20CYZSCYNH163F0 460	
14.	Processor	Intel Core i3 , 2 Gen / 3 Gen	Intel	
15.	Processor	Intel Core i3 , 4 Gen / 6 Gen	Intel	
16.	Processor	Intel Core i5 , 2 Gen / 3 Gen	Intel	
17.	Processor	Intel Core i5 , 4 Gen / 6 Gen	Intel	
18.	Processor	Intel Core i7 , 2 Gen / 3 Gen	Intel	
19.	Processor	Intel Core i7 , 4 Gen / 6 Gen	Intel	
20.	Processor	Intel Core i7 , 7 Gen / 6 Gen	Intel	
21.	Processor Fan	H61, H81,H110	Any brand	

22.	RAM	DDR3 / 1066 / 1333 MHz	Any brand	
23.	RAM	DDR4 / 2133 MHz	Any brand	
24.	SMPS	100-240V/4A 50-60HZ Part No HK340-86FP, DP/N: 00M2WH	Dell OptiPlex 3046	
25.	SMPS	100-240V/ 50-60HZ , Part No: PCF008 DP/N: 06F0T1	Dell OptiPlex 3050	
26.	SMPS	100-240V/5A 50-60HZ Part No 56DXG P/N :PS-6271-6DJ	Dell OptiPlex 9020	
27.	SMPS	100-240V/4A,50-60HZ Part No DK87P P/N :PA-2241-1DB	Dell OptiPlex 7050	
28.	SMPS	100-240V,50-60HZ Part No PA-2241-1DB, DP/N: ODK87P	Dell 5050 L240CS-00	
29.	SMPS	100-240V/4A,50-60HZ Part No DI80A007L, DP/N : 0J0YK4	Dell VOSTRO	
30.	SMPS	/ V 230 /ATX 450 W	Zebronic or equivalent	
31.	Monitor	19 inch LED display	DELL or equivalent	
32.	Hard disk (Internal)	1 TB SATA / 5400 / 7200 RPM	Seagate / WD or equivalent	

## II) Network Equipments:

S. No	Name of the Item	Item description		Remarks
		Specifications	Model /Model	
1.	Wi-Fi Cloud Router	Dual Antenna/N300 Wireless	D-LINK / TP-LINK or equivalent	
2.	Optical Fibre Power Meter With Visual Fault Locator Tester	Laser FTTH Tool Cable Fc Sc Test Optic Vfl Source 10Mw (2 IN 1 POWER METER)	Any brand	
3.	Network Switch	Gigabit Switch – 16 port	D-LINK / CISCO or equivalent	
4.	Network Switch	Gigabit Switch – 24 port	D-LINK / CISCO or equivalent	
5.	Network Switch	Gigabit Switch – 48 port	D-LINK / CISCO or equivalent	
6.	SFP Fibre Module (dual LC connector)	1310 Single Mode Single Fibre SFP Module	Syrotech or equivalent	
7.	SFP Fibre Module (single LC connector)	1310 Single Mode Single Fibre SFP Module – Pair Module	Syrotech or equivalent	
8.	SFP Transceiver   Gigabit Copper Module	SFP Transceiver   Gigabit Ethernet (GbE) 1000BASE-T	Syrotech or equivalent	

### III) Computer Peripherals

S. No	Name of the Item	Item description		Remarks
		Specifications	Model /Model	
1.	RJ45 Jack	100 nos. LAN Jack / connector	D-LINK or equivalent	
2.	HDMI Cable	4K / Male to Male / 20 Meter/10 Meter/ 3 Meter	Any brand	
3.	CPU Cabinet	Tower / 2 USB / Front Audio port	Any brand	
4.	Hard disk (external)	1 TB USB / 5400 / 7200 RPM	Seagate / WD or equivalent	
5.	Hard disk data recovery kit	USB 3.0 Type	Any brand	
6.	CD&DVD R/W (external)	USB CD& DVD R/W Optical Drive	Dell / Hp	
7.	Pen drive	8 GB / 16 GB / 32 GB USB 3.0 Type	SanDisk / Hp	
8.	Keyboard	USB std	Logitech / Zebronics	
9.	Mouse	USB scroll mouse	Logitech / Zebronics	
10.	Speaker	Stereo Speaker 2.0	Creative	
11.	Webcam	720P HD Webcam with Built-in Noise Reducing Mic and Auto Light Correction	Logitech/Hp	
12.	webcam tripod	Maximum Height 150 Centimetres and Minimum Height 20 Centimetres	Any Brand	
13.	Bluetooth Speaker with Mic	with Omni directional Mic, Echo & Noise Cancellation	JBL or Equivalent Brand	
14.	USB to USB	Extender With 5 meter	Any brand	
15.	Wi-Fi Receiver	Upto 300Mbps / 802.11b, 802.11g, 802.11n	D-Link	
16.	Bluetooth Dongle	Bluetooth 4.0 — applies the latest Bluetooth 4.0 and it is backward compatible with Bluetooth V3.0/2.1/2.0/1.1. Ub400 turns non-Bluetooth PC or laptop into Bluetooth-capable	D-Link	
17.	Heat Sink paste	30 gram	Any brand	
18.	CMOS Battery	3 V Lithium Button Coin Cell Battery	Duracell / Maxell Hitachi or equivalent	
19.	Cleaning Brush	For Cleaning the Laptop and computer	Any brand	
20.	Power Junction Box	Four Sockets with cable length 10 m	Any brand	
21.	AAA 1.5 V Battery	1.5 V General Purpose Battery	Eveready / Nippo Gold or equivalent	
22.	AA 1.5 V Battery	1.5 V General Purpose Battery	Eveready / Nippo Gold or equivalent	

23.	AA 9 V Battery	9V General Purpose Battery	Hi-Watt / Duracell or equivalent	
24.	HDMI to VGA connector	HDMI signal into VGA signal output	Any brand	
25.	VGA to HDMI connector	VGA signal into HDMI signal output	Any brand	
26.	HDMI to RJ45 Network Cable Connector	HDMI Signals to Upto 30 Meters Using CAT5E/CAT6 UTP/STP Ethernet cable over the RJ45 port	Any brand	
27.	USB to LAN Adapter	Ethernet cable over the RJ45 port	TP Link	
28.	Crimping Tool RJ45 / RJ11	Cat5E/Cat6 LAN Cutter with Cable Cutter	Any brand	
29.	LAN Tester	RJ45 and RJ11 Network Cable Tester	Any brand	
30.	Punch Down Tool	Cat5E/Cat6 LAN Punch Down Tool	Any brand	
31.	Cable Break Point Tester	For Network Cable (RJ45), Ethernet LAN, Telephone Line (RJ11) with 2X 9V Batteries	Any brand	
32.	Rubber Air Blower Pump	Dust Cleaner Compatible Keyboard, Computer Laptop PC Screen, Projector Lens, etc.,	Any brand	
33.	Electric Air Blower	Min 600W / Vacuum Cleaner/ Dust Collector / PC Cleaner	Any brand	
34.	Cleaning Solution	IPA - EL Grade Reagent	Any brand	
35.	Insulation Tape	Electrical Insulation Tape	Any brand	
36.	Multimeter	Digital Multimeter	Any brand	
37.	Soldering Iron	Soldering Iron Starter Kit, Paste, Desolder Wire, Soldering Stand, Solder Wire, Cutter and Tester	Any brand	
38.	Screwdriver Set	All type of Screwdriver Bits, Professional Magnetic Driver Set	Any brand	
39.	Screwdriver Set	Multipurpose Screwdriver Kit with 5 Blades Magnetic Driver Set	Any brand	

## 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

**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.\_\_\_\_\_

To

The Registrar,  
Central University of Tamil Nadu,  
Thiruvavur.

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 \_\_\_\_\_ (insert date of signing)

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 in 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 **Empanelment of Vendors for supply of Computer Hardware, Computer Peripherals, and Network Equipments** [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.

1.3 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 V.

#### **SECURITY DEPOSIT /PERFORMANCE GUARANTEE:**

- 5.1 Performance Guarantee is mandatory.
- 5.2 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.
- 5.3 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.
- 5.4 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.

#### **6. Sanctions for Violations**

- 6.1 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.

6.2 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.

6.3 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.

## **7. Fall Clause**

7.1 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.

## **8. Independent monitors**

8.1 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).

8.2 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.

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

8.4 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.

8.5 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.

8.6 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. Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 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.

- 88 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.

**9. 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.

**10. Law and Place of Jurisdiction**

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

**11. 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.

**12. Validity**

- 121 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.
- 122 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.
13. The parties hereby sign this Integrity Pact.

**BUYER SIGNATURE**

**BIDDER SIGNATURE**

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