

**NOTICE INVITING TENDER ENQUIRY FOR SUPPLY &  
INSTALLATION OF LABORATORY INSTRUMENTS (BALL  
MILLING (HIGH ENERGY) FOR DEPARTMENT OF MATERIALS  
SCIENCE**

**Tender No.2021-22/09**

**Date of Issue: 30.09.2021**

**Date of closing: 20.10.2021**



**Central University of Tamil Nadu**

Neelakudi Campus

Thiruvavarur-610 005



# तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

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

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TENDER No.2021-22/09

30.09.2021

## **NOTICE INVITING OPEN TENDER ENQUIRY FOR SUPPLY & INSTALLATION OF LABORATORY INSTRUMENTS (BALL MILLING (HIGH ENERGY) ) FOR DEPARTMENT OF MATERIALS SCIENCE**

Central University of Tamil Nadu, an institution setup by an Act of Parliament, invites sealed Tender from the Original Equipment Manufacturer or authorized dealers for the **Supply & Installation of Laboratory Instruments (Ball Milling (High Energy) for Department of Materials Science** as per the specifications given in **ANNEXURE-I** in two bid system. The tender documents may be downloaded from [www.cutn.ac.in](http://www.cutn.ac.in) or from Central Public Procurement Portal link: <https://eprocure.gov.in/epublish/app>.

### **1. Two Bid System:**

The Technical Bid (ANNEXURE-II) and the Commercial Bid (ANNEXURE-III) shall be sealed by the bidder in separate covers duly superscribed as **Tender for Supply & Installation of Laboratory Instruments (Ball Milling (High Energy) for Department of Materials Science - Technical Bid** and **Tender for Supply & Installation of Laboratory Instruments (Ball Milling (High Energy) for Department of Materials Science - Commercial Bid** respectively and both the sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed as **Tender for Supply & Installation of Laboratory Instruments (Ball Milling (High Energy) for Department of Materials Science – Tender Notice No.2021-22/09**.

The bidding may be made for a specific item or for all the items in ANNEXURE-I. **The technical details of the equipment/s along with the filled-in format (ANNEXURE-II) should be kept inside the Technical Bid Envelope and sealed.** The tender must reach **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvārūr 610 005** by post or by hand on or before **20.10.2021, 15:00 hours**.

**The Technical Bid will be opened on 20.10.2021 at 16.00 Hrs.**

Tenders received after due date/time will not be considered under any circumstances. Canvassing in any form will result in the disqualification of the bidder. Tenders sent by fax/email will not be considered. To avoid any complications with regard to Late Receipt/Non Receipt of Tenders, it may please be noted that responsibility rests with the bidder to ensure that the tenders reach the above mentioned address on or before the due date.

### **2. Who can bid?**

- I. The tenderer should be either an original manufacturer or the authorized dealer having been established in the field for minimum period of THREE years as on 31.08.2021. (Enclose supporting documents)
- II. The tenderer should have average annual turnover of at least **Rs. 25 Lakhs** per year during the last THREE financial years viz. 2017-2018, 2018-2019 and 2019-20 (each year). (Enclose supporting documents such as Audited Profit & Loss Account Statement with self-attestation).

- III. The bidder should have supplied similar equipment (Ball milling –High energy) to at least three reputed central/ state government educational/research institutions, University, Colleges Supporting documents such as purchase orders, work completion certificates should be attached with the bid
- IV. The firm should have registered with GST.(Enclose supporting documents)
- V. The bidder should have an authorized service center in Chennai / Trichy / Tanjore / Kumbakonam or any other nearby city/town. In Tamil Nadu / Pondicherry, Karnataka, Kerala, Telangana, and Andhra Pradesh (Enclose supporting documents)
- VI. The University has been granted the benefit of exemption from the payment of the Central Excise Duty and Customs Duty by the Department of Scientific and Industrial Research (DSIR), Govt. of India, vide their Notification No. 51/96 Customs dt.23-07-1996, Notfn. No.28/2003- Customs dt.01.03.2003, Notfn. No.43/2017 – Customs dt.30.06.2017,& Notfn. No. 47/2017 – Integrated Tax (Rate) dt. 14.11.2017, Notfn. No. 10/2018 – Integrated Tax (Rate) dt. 25.01.2018, and amendments from time to time, in respect of
  - a. Scientific and technical instruments, apparatus, equipment including computers
  - b. Accessories and spare parts of goods specified in (a) above and consumables.
  - c. Computer software, compact disks, CD ROM, Recording magnetic tapes, microfilms, micro-chips etc.,
  - d. Prototypes

Hence, the bidders should take into consideration about this facility of the University while quoting for the advertised equipment.

### 3. Earnest Money Deposit (EMD)

- i. All the Bidders are exempted for furnishing EMD as per Ministry of Finance, Department of Expenditure, Office Memorandum No. F.9/4/2020-PPD dated 12.11.2020. Hence, the Bidder shall furnish, as part of their bid, a Bid Security declaration in lieu of **EMD** as per **Annexure XI**.
- ii. The firms who are registered with National Small Industries Corporation (NSIC) / Small Scale Industries (SSI)/ Micro, Small &Medium Enterprises (MSMEs) shall submit a self-attested photocopy of valid registration certificate issued by competent authority for supply of laboratory equipment with the technical bid (if applicable).
- iii. Any bid not accompanied with the Bid Security declaration shall be rejected by the Purchaser as non-responsive.

### 4. Scope of Bid

Central University of Tamil Nadu (CUTN), Thiruvarur, hereinafter called “**Purchaser**”, invites bid for supply, installation and commissioning of Laboratory equipment, including critical spares and warranty for three years after validation and subsequent maintenance for five years after the expiry of warranty for its **Department of Materials Science** Laboratory at its campus in Thiruvarur.

### 5. Cost of Bidding

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

## **6. Tender Document**

- i. The Tender Document is not transferable.
- ii. The bidder shall make a copy of the tender document before submitting the same to the concerned office. No requests will be entertained for making a copy after the submission of the document.
- iii. Copy of Tender Document marked “Original” with each page signed and stamped to acknowledge acceptance of the same **as a mandatory clause**.

## **7. Amendment of Tender Document**

- i. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).
- ii. Amendments will be intimated in University Website and shall be binding on them. Further, it will be assumed that the Bidder has taken into account such amendments while submitting the bid.

## **8. Language of Bid**

- i. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and the Purchaser shall be in English and the Contract shall be construed and interpreted in accordance with that language.
- ii. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

## **9. Documents Comprising the Bid**

- a. All the Documents as mentioned under the Heading Who can Bid?
- b. Earnest Money Deposit (EMD) declaration & valid EMD exemption certificate (if applicable).
- c. Documents establishing conformity of the Equipment to the Tender Document;
- d. An undertaking to provide comprehensive onsite maintenance during the warranty and AMC periods for the equipment should be given by the bidder.

## **10. Format and Signing of Bid**

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

## **11. Bid Prices**

- i. Prices must be quoted separately for each equipment/item identified.
- ii. Price quoted for equipment must include all costs associated with packing, transportation, insurance, all duties and levies, delivery of equipment, loading and unloading on DOOR DELIVERY basis to the university at Neelakudi Campus, Thiruvavur 610 005 including its installation, commissioning, integration and validation.
- iii. In case of equipment originating in other countries, prices shall be quoted both on FOB (port of shipment) and CIF (Port of Destination) and CIP (Carriage and Insurance Paid). The comparable prices will be arrived at based on CIP basis. In the case equipment originating in

other countries, the bidder shall provide the following at the time of supply, within 24 hours of despatch:

- a) Supplier's Invoice giving full details of the goods including quantity, value, etc.;
  - b) Packing list;
  - c) Certificate of country of origin;
  - d) Manufacturer's guarantee and Inspection certificate;
  - e) Inspection certificate issued by the Purchaser's Inspector;
  - f) Insurance Certificate upto destination, CUTN Thiruvarur
  - g) Name of the Vessel/Carrier;
  - h) Bill of Lading/Airway Bill;
  - i) Port of Loading;
  - j) Date of Shipment;
  - k) Port of Discharge & expected date of arrival of goods and
  - l) Any other document(s) as and if required in terms of the contract.
- iv. Price of Annual Maintenance Contract (AMC) for **FIVE** years after the warranty period shall be quoted separately for each equipment in the format provided in **ANNEXURE-III**. Purchaser reserves the right to negotiate on AMC.
- v. Prices quoted by the Bidder shall be firm during the validity of the bid.

## **12. Bid Currency**

- i. Prices of indigenous equipment/items shall be quoted in Indian Rupees.
- ii. Prices of equipment/items originating in other countries shall be quoted in the currency of country of origin and the portion of allied work and services, which are to be undertaken in India, are to be quoted in the Indian Currency. The comparison of financial bids would be done after converting the currency value in INR based on RBI rates applicable on the date of opening of the tender.

## **13. Conformity of the Tender Document**

- i. The Bidder shall furnish, as part of its bid, documents establishing the conformity of the Equipment that the Bidder proposes to supply under the Contract to the requirements of the Purchaser, as given in the Tender Document.
- ii. The documentary evidence of conformity of the Equipment to the Tender Document may be in the form of written descriptions supported by literature / diagrams / certifications, including:
  - (a) A detailed description of the essential technical, functional and performance characteristics of the Equipment that the Bidder is proposing to supply;
  - (b) Technical details of the major subsystems/components of the Equipment

**14. Period of Validity of Bids:** Bids shall remain valid for a period of 180 days after the date of deadline for submission of bids prescribed by the Purchaser.

## **15. Deadline for Submission of Bids**

- i. Bids must be received by the Purchaser at the address specified not later than the time and date as stated. In case this date happens to be a declared holiday for the office of the Purchaser or happens to be a holiday declared incidentally, the Bids shall be received up to the appointed time on the next working day.
- ii. The Purchaser may, at its discretion, extend this deadline for submission of bids in which case all rights of the Purchaser and all obligations of the Bidders will thereafter be subject to the deadline as extended.

- 16. Late Bids:** Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser, shall be rejected and returned unopened to the Bidder.
- 17. Clarification of Bids:** During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18. Evaluation of Responsive Bids:** The Purchaser will evaluate the bids that have been determined to be substantially responsive.
- 19. Contacting the Purchaser**
- i. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it shall do so in writing.
  - iii. If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.
- 20. Award Criteria**
- i. Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Quote Evaluated Bid.
  - ii. The University reserves the right to buy different items/quantity from different bidders considering price of individual/group of equipment or any other factors as decided by the committee.
- 21. Purchaser's Right to Accept/Reject/Modify Bids**
- i. The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
  - ii. The Purchaser reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid.
- 22. Award of Purchase Order**
- i. Prior to the expiration of the period of bid validity, the Purchaser will issue the Letter of Intent / Purchase Order to the successful Bidder in writing.
  - ii. The Purchase Order will constitute the foundation of the Contract.
  - iii. Upon the successful Bidder's furnishing of the copy of the Purchase Order duly signed on each page and the Performance Security, for the equipments ordered in foreign currency, the Purchaser will open a letter of credit (LC) in a convenient Nationalized Bank in India. For opening of LC necessary arrangements shall be provided by the supplier or its authorized agents.
- 23. Contract Agreement**
- i. Within fifteen (15) days of receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each page and return it to the Purchaser, along with the Performance Security.
  - ii. Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

#### **24. Security Deposit:**

- i. Within fifteen (15) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the security deposit equal to 3 % of the Contract value (excluding the value of annual maintenance charges). **The Security deposit will be valid all along the warranty period and shall extend upto sixty (60) days after the date of completion of warranty period.**
- ii. The security deposit shall be in any one of the following form:
  - (a) A bank guarantee (in the format as provided in **Annexure-VII** of the bidding documents issued by **any Nationalized / Scheduled / Private Banks approved by RBI/ GOI having their branches in India.**
  - (b) A Demand Draft favouring, **Central University of Tamil Nadu** payable at **Thiruvarur.**
- iii. The security deposit shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security deposit shall be returned to the Supplier not later than fifteen (15) days after its expiration.
- iv. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Security deposit, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

#### **25. Contract Documents**

- i. All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- ii. The order of precedence of the Contract documents will be as follows:
  - a. Contract Agreement
  - b. All other Forms
  - c. Equipment and their Requirements
  - d. Supplier's Bid
  - e. Tender Document

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

#### **27. Supplier's Responsibilities**

- i. The Supplier's obligations involve:
  - (a) Supply of Equipment/items given in Tender Document.
  - (b) Making operational the Equipment (installation, commissioning & validation of Equipment).
  - (c) Development of test methods & applications.
  - (d) Training, at the cost of Supplier, of personnel in operation, day-to-day maintenance and troubleshooting of the Equipment
  - (e) Supply of Material (instruction/operation/service/maintenance manuals including drawings & circuit diagrams and application notes), Calibration Certificates (where

applicable, traceable to national/international standards) and any other documents specified in the Contract.

(f) Maintenance of the equipment during and after the warranty period (Five Years of AMC after the warranty of three years).

- ii. The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items, services and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for installation & commissioning, integration & validation of Equipment as if such work and/or items and Materials were expressly mentioned in the Contract.
- iii. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless, the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier.

## **28. Time for Supply, Installation, Commissioning and Validation of the Equipment**

- i. The Supplier shall supply the Equipment within the period specified in the tender document i.e. **within FOUR weeks of signing the purchase order or within the period mutually agreed between purchaser and supplier.**
- ii. The Supplier shall thereafter proceed with the installation & commissioning, integration and validation and demonstrate operational acceptance of the Equipment within the period specified, unless it is mutually agreed.

## **29. Terms of Payment**

- i. For **indigenous equipment**, 90% payment will be released after satisfactory delivery, installation of the equipment and remaining 10% will be released on submission of a Bank Guarantee as performance security to cover the warranty period and Sixty days after the date of completion of warranty period (38 months).
- ii. For **imported equipment**, normally a letter of Credit will be opened for 100% CIP price on receipt of order of acknowledgement. However, 90% of the LC amount only will be paid on proof of the shipment of the consignment with necessary documents to be detailed at the time of placing of the purchase order. Balance of 10% of the LC amount shall be released after receipt of a performance bond of 3% of the total contract/purchase value in the form of bank guarantee covering the warranty period, obtained from a bank which has its office in India.
- iii. For equipment ordered in foreign currency, opening of LC, Payment of Customs Duty and clearance of goods shall be done/assisted by the supplier or its authorized Indian agent. The custom duty as applicable after considering eligible concessions based on DSIR exemption etc will only be paid by the purchaser. The University can provide the copy of the DSIR customs and excise duty exemption certificate upon request.
- iv. Payment for annual maintenance contract after the warranty period shall be released at the end of six month/1 year after the expiry of warranty period, subject to Government of India norms.
- v. If any time before the delivery of the equipment, it is found that the same equipment have been offered to another party in India at a lower rate, payment shall be restricted to the extent of such lower rate and the Supplier shall be liable to pay the Purchaser the difference in two rates i.e. excess charged over such lower rate, if payment had been made by the purchaser. The University will look into a reasonable past period to ensure this.



vi. The bidder should submit Mandate Form for e-payment through EAT module as per the format given in the bid document at **Annexure – V**.

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

**31. Product Upgrades:** The Supplier shall continue to support and maintain the version/model of the Equipment supplied by upgrading the software and the hardware as and when amendments are carried out in the existing version or the product is upgraded. Whereas upgrades to the software shall be supplied free of cost, the Supplier may charge for upgrade in hardware provided it is of major nature. An upgraded higher version of the instrument and software related with the instrument shall be supplied.

### **32. Liquidated Damages**

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

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

### **33. Defect Liability**

33.1. The Supplier warrants that the Equipment, including all subassemblies and components provided, shall be free from defects in the design, engineering/manufacturing, workmanship and performance that prevent the Equipment and/or any of its subassemblies and components from fulfilling the Equipment Requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the Equipment, its subassemblies and components. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

33.2. The Warranty Period **THREE** years shall commence from the date of validation of the Equipment and shall extend for the length of time specified in the tender document supra.

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

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

33.5. Response time for attending to defects shall be 24 - 48 hours after they are reported to the Supplier or its designated service agent. If the Equipment cannot be used for more than **TWO** working days by reason of such defect and/or making good of such defect, the warranty period for the Equipment shall be extended by a period equal to the period during which the

Equipment could not be used by the Purchaser because of such defect and/or making good of such defect.

**34. Intellectual Property Rights Warranty and Indemnity**

- i. The Supplier hereby represents and warrants that the Equipment as supplied, installed & commissioned along with its Application Software and copying of Manuals & other documents provided to the Purchaser in accordance with the Contract does not and will not infringe any Intellectual Property Rights held by any third party.
- ii. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability), that the Purchaser may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights.

**35. Effect of Force Majeure**

- i. If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the Purchaser in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.
- ii. The Supplier, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to Purchaser's right to terminate the Contract.
- iii. No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:
  - (a) Constitute a default or breach of the Contract;
  - (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.
- iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure, the Purchaser shall have the right to terminate the Contract by giving a notice to the Supplier.

**36. Extension of Time Limits for supply & making operational the Equipment**

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

- (a) Any occurrence of Force Majeure;
- (b) Any other matter specifically mentioned in the Contract;

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

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

**38. Insurance:** Where necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the procuring entity for receiving the goods at the destination. Where delivery of imported goods is required by the purchaser on CIF/ CIP basis, the supplier shall arrange and pay

for marine / air insurance, making the purchaser beneficiary. Where delivery is on FOB/ FAS basis, marine / air insurance shall be the responsibility of the purchaser. The insurance shall be valid for a period of not less than 3 months after Installation and commissioning.

**39. Risk Purchase Clause:** In event of failure of supply of the item/ equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/ equipment from the other source on the risk of the supplier under risk purchase clause.

**40. Integrity Pact:**

- a) As per the directives of the Central Vigilance Commission all government department/ organizations/ Universities have to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major public procurement activities. The integrity pact envisages an agreement between the prospective bidders/ vendors with the buyer committing the persons/ officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. **Only those bidders/ vender who are willing to enter in to such an integrity pact with the purchase would be competent to participate in the bidding.**
- b) The integrity pact would be effective from the date of invitation of bids till complete execution of the contract.
- c) The model format of integrity pact (IP) is at Annexure – X “A”.

**41. Progress of Supply:** Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the purchase as under:

- i. Quantity offered for inspection and date.
- ii. Quantity accepted / rejected by inspecting agency and date; iii quantity dispatched / delivered to consignees and date.
- iii. Quantity where incidental services have been satisfactorily completed with date.
- iv. Quantity where rectification/ Purchaser with date.
- v. Date of completion of entire Contract including incidental services, if any, and date of receipt of entire payments under the Contract ( In case of stage - wise inspection, details required my also be specified).

**42. Inspection and Tests:** Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier’s plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order (if required). Manufacturer’s test certificate with date sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier’s premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser’s site at the time of submission of order acceptance. In another case the inspections shall by purchaser at the place where supply is to be made only after successful completion of Inspection report payment / further needful shall be done.
- The acceptance test will be conducted by the Purchase (if required), their consultant or other such person nominated by the purchase at its option after the equipment is installed at purchaser’s site in the presence of supplier’s representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No. malfunction, partial or complete failure of any part of the equipment is expected to occur. The supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the purchaser, the successful completion of the test specified.
- In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which

the purchaser reserve the right to get the equipment replaced by the supplier at no extra cost to the purchaser.

- Successful conduct and conclusion of the acceptance test for the installed goods and equipment's shall also be the responsibility and at the cost of the supplier.

**43. Incidental Services:** The incidental services also include:

- Furnishing of 01 set of detailed operations & maintenance manual.
- Arranging the shifting / moving of the item to their location of final installation within CUTN premises at the cost of supplier through their Indian representatives.

**44. Site Preparation:** The supplier shall inform to the University about the site preparation, if any, needed for the Installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the University should arrange before the arrival of the equipment to ensure its timely Installation and smooth operation thereafter.

The supplier shall visit the University and see the site where the equipment is to be Installed and may offer his advice and render assistance to the University in the preparation of the site and other pre Installation requirements.

**45. Installation:** The equipment or machinery has to be Installed or commissioned by the successful bidder within 30 days from the date of receipt of the item at CUTN (if required). In case of any mis-happening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the Installation site, the supplier has to replace it with new equipment/ supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. CUTN will not be liable to any type of losses in any form.

**46. Spare Parts:** The supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- i. Such spare parts as the purchase may elect to purchase from the supplier, providing that this election shall not relieve the supplier of any warranty obligations under the contract; and
- ii. In the event of termination of production of the spare parts:
- iii. Advance notification to the purchase of the pending termination, in sufficient time to permit the purchase to procure needed requirements; and
- iv. Following such termination, furnishing at no cost to the purchase, the blueprints, drawings and specifications of the spare parts, if requested.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

**47. Defective Equipment:** If any of the equipment supplied by the Tender is found to be substandard, refurbished, unmerchantable or not in accordance with the description/ specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18 % interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the suppliers. Defective part in equipment, if found before Installation and / or during warranty period. Shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges.

**48. A.M.C:** A separate annual maintenance contract will be executed after completion of the warranty period. Hence, bidders must quote price of AMC for next five year (year wise) after the warranty period. While evaluating the offers, the cost component towards maintenance of the goods for specified number of years may also be added in the evaluated tender value on overall basis to

decide the inter se ranking of the responsive tenderers. On execution of the A.M.C contract, performance security will be returned to the Supplier.

- 49. Termination for Default:** The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:
- i. If the supplier fails to deliver any or all of the Goods within the periods specified in the order, or within any extension thereof granted by the Purchase; or
  - ii. If the supplier fails to perform any other obligations under the contract.
  - iii. If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this clause:
    - a) “**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
    - b) “**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement processor the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the borrower of the benefits of free and open competition;. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the contract to the extent not terminated.
- 50. Compliance Certificate:** This certificate must be provided indicating conformity to the technical specifications.
- 51. Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of India.
- 52. Settlement of Disputes :** Any dispute or claim arising out of/relating to this Contractor the breach, termination or the invalidity thereof, shall be settled by the Hon’ble Courts of Justice at Thiruvavarur.
- 53.** The page number should be marked in all pages serially (including all supporting documents enclosed with the tender document) and the declaration for the same shall be submitted by the bidder as **Annexure-VIII**.
- 54. REASONABILITY OF PRICES:** Please quote best minimum prices applicable for a premier Research Institution, leaving no scope for any further negotiations on prices. The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to INST to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later. We request you to fill the price reasonability certificate format in the enclosed file (ANNEXURE "IX").
- 55.** Central University of Tamil Nadu reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever. No further correspondence in this regard will be entertained.
- 56. Acknowledgement:** It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them

**TECHNICAL SPECIFICATION**

It is requested that model(s) meeting these specifications be quoted along with their detailed specifications and capabilities. It may be noted that these are minimum specifications for a guideline. The vendor(s) may give full details and specifications of the system in their quote. **All the Equipment's / Instruments shall conform to relevant Indian / International Standards.**

**Technical Specifications : Ball Milling (High Energy)- 1 No**

- ✓ Grinding Mill with maximum grinding energy up to 1100 rpm
- ✓ Size reduction down to the nano range
- ✓ Exchange of the grinding bowls in seconds
- ✓ Grinding bowl mount with SELFLOCK-one-hand operation without additional Locking elements
- ✓ Bowl positioning to enable simple removal
- ✓ Programmable start times
- ✓ USB interface
- ✓ Grinding bowls 45 ml volume: 2 nos  
(Hard metal tungsten carbide)
- ✓ Grinding Balls 10 mm dia: 40 nos  
(Hard metal tungsten carbide)
- ✓ Grinding Balls 5 mm dia: 200 nos  
(Hard metal tungsten carbide)
- ✓ Replacement seal ring Silicone for all size of grinding bowls: 5 nos
  - ✓ Working Power: 50-60 Hz, 1100 Watt

**Optional Accessories:**

Price for Grinding Bowl (Tungsten Carbide) 20 ml volume, 80 ml volume & 80 ml dummy for balancing weight may be quoted.

**ANNEXURE – II**

<b>TECHNICAL BID</b>			
1.	Name of the Company/Organisation		
	Complete Postal Address:		
	Full address of the premises		
	Telegraphic address		
	Telex number		
	Telephone number		
	Fax number		
2.	Name of the proprietor /Partners		
	E-mail ID:		
	Name of Contact Person/ representative of firm		
	Designation:	Mobile number:	
<b>Particulars</b>		<b>Remarks of Bidder</b>	<b>Documentary proof Attached at page no.</b>
3.	Nature of Business		
4.	Years of operations in India		
5.	Years of Establishment		
6.	Location of offices in India		
7.	Type of firm: Proprietary/ Private/ Private Ltd/ MNC/ Cooperative /Govt. undertaking		
8.	Firm Registration No.		
9.	Year of starting of manufacturing		
10.	PAN Number		
	GST Number		
11.	Experience towards dealing with the supply of similar equipment at least THREE years as on 31-08-2021.		
12.	Annual turnover of at least Rs. <b>25 Lakhs</b> per year during the last THREE financial years viz. 2017-2018, 2018-2019 and 2019-20		
	Annual Turnover (2017-2018)		
	Annual Turnover (2018-2019)		
	Annual Turnover (2019-2020)		
13.	Supply of similar equipment to at least three reputed central/ state government educational/research institutions, University, Colleges.		
14.	Authorized service centre in Chennai / Trichy / Tanjore / Kumbakonam or any other nearby city/town in Tamil Nadu / Pondicherry, Karnataka, Kerala, Telangana and Andhra Pradesh		
15.	Name & Location of service centres in India		
16.	Whether the OEM makes available any service support in India		
17.	Whether the service set up maintains stock of essential spares in India		
18.	Lead time for supply of essential spares		

19	Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.? If yes details thereof and if No. undertaking to be submitted	
20	Whether Submitted Price Reasonability Undertaking as per Annexure IX (Mention YES /No and Page No.)	
21	EMD Declaration as per prescribed format (Annexure-XI) and NSIC/MSME/SSI Registration No. (If applicable)	
22	Integrity Pact as per Annexure – X & X “A”	
<p>Testimonials from three satisfied customers may be attached</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Compliance Statement to specifications of the equipment to be provided by the tenderer as in <b>ANNEXURE-IV</b>.</li> <li><input type="checkbox"/> All equipment must operate at 230V/50 Hz single phase and/or equivalent three phase electrical power.</li> <li><input type="checkbox"/> Quoted model shall be in accordance to the geographical location.</li> </ul> <p style="text-align: right;">Signature _____</p> <p style="text-align: right;">Name _____</p> <p style="text-align: right;">Designation _____</p> <p>Date: _____ Place: _____</p> <p>Seal of Company : _____</p>		



**Commercial Bid****(To be enclosed in separate sealed cover)**

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

**FOR IMPORTED SUPPLIES  
(IN FOB/FCA) – MANDATORY**

<b>Sr. No</b>	<b>Short Description of Item &amp; Specification</b>	<b>HSN Code / SAC Code</b>	<b>Qty in Units</b>	<b>Price Basis FOB/FC A</b>	<b>Total Bid Price</b>
<b>1</b>	<b>Ball Milling (High Energy)</b>		<b>1No.</b>		
	<b>Installation and commissioning Charges (if any, quote in INR)</b>				
	<b>Agency Commission</b> (If any, quote in Percentage %)				
	<b>Other Charges</b> (if any please specify)				
<b>Grand Total</b>					

**FOR IMPORTED SUPPLIES  
(IN CIF) – MANDATORY**

<b>Sr. No</b>	<b>Short Description of Item &amp; Specification</b>	<b>HSN Code / SAC Code</b>	<b>Qty in Units</b>	<b>Price Basis CIF</b>	<b>Total Bid Price</b>
<b>1</b>	<b>Ball Milling (High Energy)</b>		<b>1No.</b>		
	<b>Installation and commissioning Charges (if any, quote in INR)</b>				
	<b>Agency Commission</b> (If any, quote in Percentage %)				
	<b>Freight Charges</b>				
	<b>Other Charges</b> (if any please specify)				
<b>Grand Total</b>					

**FOR IMPORTED SUPPLIES  
(DOOR DELIVERY PRICE) – MANDATORY**

<b>Sr. No</b>	<b>Short Description of Item &amp; Specification</b>	<b>HSN Code / SAC Code</b>	<b>Qty in Units</b>	<b>Price Basis CIF</b>	<b>Total Bid Price</b>
<b>1</b>	<b>Ball Milling (High Energy)</b>		<b>1No.</b>		
	<b>Installation and commissioning Charges (if any, quote in INR)</b>				
	<b>Agency Commission</b> (If any, quote in Percentage %)				
	<b>Freight Charges</b>				
	Custom Clearance Charges				
	<b>Concessional Custom Duty</b>				
	<b>Excise Duty</b>				
	<b>Other Charges</b> (if any please specify)				
<b>Grand Total</b>					

#HSN Code:”Harmonized System of Nomenclature Code No.” and SAC Code: “Service Accounting Codes Code No.”

1. Delivery Period..... days
2. Validity of the bid: 180 days from the date of submission of quotation/tender.
3. Mode of Shipment:.....
4. Port of Shipment:.....
5. Maximum educational discount as could be offered should be mentioned.
6. Price quoted for equipment must include all costs associated with packing, transportation, transit insurance, all duties and levies, delivery of equipment, loading and unloading, including its installation, commissioning, integration and validation.

**Place:** **Signature.....**  
**Date:** **Name.....**  
**Company Name &Address:**  
**Affix Rubber Stamp: .....**

Note: Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.

**PRICE BID  
FOR INDIGENOUS SUPPLIES, QUOTES IN INR ONLY**

Sr. No.	Description of Item & Specification	HSN Code / SAC Code	Qty in Units	Unit Price ₹	Discount %	IGST %	CGST %	SGST %	Total Bid Price
1	<b>Ball Milling (High Energy)</b>		1No.						
	<b>Installation and commissioning Charges</b> (if any, quote in INR)								
	<b>Other Charges</b> (if any please specify)								
<b>Grand Total</b>									

#HSN Code: "Harmonized System of Nomenclature Code No." and SAC Code: "Service Accounting Codes Code No."

1. Delivery Mode: Delivery at CUTN, Thiruvarur Only.
2. Total bid Price in the above column should be inclusive of all taxes and levies transport, loading, unloading etc.
3. Delivery Period .....days
4. Validity Date: Minimum 180 days from the date of submission of quotation/tender.
5. Payment Term: Payment within 30 days from the date submission of bill Acceptance Certificate to concerned Dept./Sect./MMD/University.
6. Maximum educational discount as could be offered should be mentioned.
7. Price quoted for equipment must include all costs associated with packing, transportation, transit insurance, all duties and levies, delivery of equipment, loading and unloading, including its installation, commissioning, integration and validation.
8. Prices quoted in other currencies will be summarily rejected.

PAN No:  
GST Registration No. :  
Signature:  
Name:  
Company Name & Address:

Date:  
Place:

Note: Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.

2. The quote should include a warranty of **THREE / FIVE** years from the date of commissioning/installation. The AMC Charges from 4<sup>th</sup> / 6<sup>th</sup> years onwards may be quoted in the format below:

<b>Annual Maintenance Contract (AMC) after the Warranty Period</b>						
Sl.No	Name of the Equipment	4 <sup>th</sup> Year / 6 <sup>th</sup> Year	5 <sup>th</sup> Year / 7 <sup>th</sup> Year	6 <sup>th</sup> Year / 8 <sup>th</sup> Year	7 <sup>th</sup> Year / 9 <sup>th</sup> Year	8 <sup>th</sup> Year / 10 <sup>th</sup> Year

**Compliance Statement to specifications of the equipment**

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

<b>Sl. No.</b>	<b>Specification</b>	<b>Requirements</b>	<b>Compliance with Specification (Y/N)</b>

**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 WITH SEAL**

**DETAILS OF PREVIOUS EXPERIENCE AND SUPPLY ORDERS**

<b>Sl N o.</b>	<b>Name of the similar Equip ment</b>	<b>Name of the Organisatio n where supplied</b>	<b>Type of Organisation (Govt./Universit y/PSU/ Private/Autono mous Body etc.)</b>	<b>Date of receipt of Purchase Order</b>	<b>Quantit y</b>	<b>Value of Order</b>

**Enclose Relevant/Supporting Documents such as Purchase Order, Work completion certificate etc.**

**DATE:**

**SIGNATURE WITH SEAL**

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Central University of Tamil Nadu, Thiruvavur (hereinafter called "the Purchaser") of the other part.

Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of \_\_\_\_\_ (name of the equipment) (hereinafter called the contract) to \_\_\_\_\_

(hereinafter called the Supplier); (Name of the Supplier)

AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period).

At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.

The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.

The expressions "the Purchaser", "the Bank" and "the Supplier" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month & Year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of Authority

Bank official Name:..... Designation: .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

<b><u>Witness 1</u></b>	<b><u>Witness 2</u></b>
Signature .....	Signature .....
Name .....	Name .....
Address .....	Address .....

**Declaration**

We hereby undertake that there are \_\_\_\_\_ pages, serially numbered, in the submitted tender including the supporting documents. (Please number all the pages including blank page, if any). We have submitted our principal's exclusive authorization letter which is specific for this tender No. \_\_\_\_\_ dated \_\_\_\_\_.

**Signature and seal of the bidder**



**PRICE REASONABILITY CERTIFICATE**

This is to certify that we have offered the maximum possible discount to you in our Quotation No. \_\_\_\_\_ dated \_\_\_\_\_ for (Value Rs.) \_\_\_\_\_. We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates than those being offered to CUTN to any other customer nor we will do so till the validity of offer or execution of purchase order, whichever is later.

**Signature and seal of the bidder**

**INTEGRITY PACT**

**To,**

The Registrar,  
Central University of Tamil Nadu,  
Thiruvarur.

**Sub:** Submission of Tender for the **Supply & Installation of Laboratory Instruments (Ball Milling (High Energy) for Department of Materials Science** at Central University of Tamil Nadu, Thiruvarur.

**Sir/ Madam,**

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

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

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

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

Yours faithfully,

(Duly authorized signatory of the Bidder)

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 2021

**BETWEEN**

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

**AND**

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

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (Tender Ref. no: **2021-22/\_\_\_\_\_**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **Supply & Installation of Laboratory Instruments (Ball Milling (High Energy) for Department of Materials Science** at Central University of Tamil Nadu, Thiruvarur.

hereinafter referred to as the “Contract”.

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

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

**Article 1: Commitment of the Principal/Owner**

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will inconnection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional

information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the **Chief Vigilance Officer \ Officer in charge** and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual

injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

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

### **Article 4: Previous Transgression**

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

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

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

**Article 6- Duration of the Pact**

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

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

**Article 7- Other Provisions**

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

**Article 8- Legal and Prior Rights**

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

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

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

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

**WITNESSES:**

1 .....  
(signature, name and address)

2 .....  
(signature, name and address)

Place:

Date :

ANNEXURE-XI

**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.2021-22/09**

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)