

**NOTICE INVITING TENDER ENQUIRY FOR
SUPPLY & INSTALLATION OF MULTI-FUNCTION MACHINES
ON BUY BACK OFFER**

Tender No.2021-22/19

Date of Issue: 27.11.2021

Date of closing: 20.12.2021 up to 16.00Hrs

Date of Bid Opening: 21.12.2021 at 11.30 Hrs



Central University of Tamil Nadu

Neelakudi Campus

Thiruvarur-610 005



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

TENDER NO.2021-22/19

27.11.2021

NOTICE INVITING TENDER ENQUIRY FOR SUPPLY & INSTALLATION OF MULTI-FUNCTION MACHINES ON BUY BACK OFFER

Central University of Tamil Nadu, an institution setup by an Act of Parliament, invites sealed Tender under Two-Bid System for the **Supply & Installation of Multi-function Machines on Buy Back Offer** as per the specifications given in **Annexure-I**. The tender documents can be downloaded from www.cutn.ac.in.

The Technical Bid (**Annexure-II**) and the Commercial Bid (**Annexure-III**) shall be sealed by the bidder in separate covers duly superscribed as **Tender for Multi-function Machines on Buy Back Offer- Technical Bid** and **Tender for HP Laser Jet Printer on Buy Back Offer- Commercial Bid** respectively and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed as **Tender for Multi-function Machines on Buy Back Offer- Tender Notice No.2021-22/19**. The technical specification of the machines for all the items in (**Annexure-I**) and the details of technical bid in the prescribed format (**Annexure – II**) should be kept inside the **Technical Bid Envelope** and sealed. The tender must reach to **The Registrar i/c, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur 610 005** by post or by hand on or before **20.12.2021, 16:00 hours**.

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

Date: 27.11.2021

Registrar i/c
Central University of Tamil Nadu

Who can bid?

1. The tenderer should be dealing with the sales and service at least **Three** years as on 01-09-2021.
2. The tenderer should have average annual turnover of at least **Rs. 10 Lakhs** per year during the last **THREE** financial years viz. 2017-18, 2018-19 and 2019-20.
3. The tenderer should have in and around sales and service centres in Tamil nadu/Pondicherry for the past three years with required manpower.
4. The tenderer should be either an original manufacturer or the authorized dealer having been established in the field of supply and installation of Multifunction Machines/Printers for minimum period of Three years as on 01-09-2021.
5. The firm should have registered with GST,.
6. Latest clearance for Income Tax, should be produced.
7. The manufacturer should have good quality management system conforming to International Standards like ISO 9001-2008.
8. The tenderer should have fulfilled all legal/statutory requirements to carry on the business of manufacturing/selling machine.
9. The manufacturer should have a standard price list of its products all over the country and must submit a copy of the said list with the Technical Bid.
10. The Technical Bid must be accompanied by the manufacturer's catalogue/ brochures and photograph etc. (in original) in respect of the product offered.
11. Bids without buyback offers shall not be considered.

Instructions to Bidders including Terms and Conditions of Contract

1. Scope of Bid

1.1. Central University of Tamil Nadu (CUTN), Thiruvavur, hereinafter called "**Purchaser**", invites bid for supply, installation and commissioning of Multi-function Machines on buyback offer, including critical spares and warranty for One year on-site service support after validation and subsequent maintenance.

2. Cost of Bidding

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

3. Tender Document

3.1. The Tender Document is not transferable.

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

4. Clarifications in Tender Document

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

4.2. Written copies of the Purchaser's response including the explanation of the query raised by the Bidders will be sent to all the Bidders who have purchased the Tender Document. Further, it will be

assumed that the Bidder has taken into account such clarifications/explanations while submitting the bid.

5. Amendment of Tender Document

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

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

6. Language of Bid

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

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

7. Documents Comprising the Bid

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

- a. Bid Security Declaration (Annexure - X)
- b. Separate envelopes for technical as well as commercial bid sealed and put together in a sealed cover along with Bid Security Declaration.
- c. Documents establishing conformity of the Machine to the Tender Document;
- d. Bidder's company related information. The bidder should furnish photocopies of the PAN, GST etc.
- e. Copy of Tender Document marked "Original" with each page signed and stamped to acknowledge acceptance of the same;
- f. Any other information, which the Bidder wishes to provide.
- g. Users list of same or at least closely similar machine supplied for similar purpose.
- h. The bidder should have Sales & Service Centers in Tamilnadu/Pondicherry. Supporting documents mentioning the address of the service centers with telephone and Fax numbers should be attached with the bid.
- i. The bidder should have consistent annual turnover of at least **Rs. 10 Lakhs** for the last THREE financial years (2017-18, 2018-19 and 2019-20) and should produce audited statement of accounts or statement of turnover certified by Chartered Accountant for the above mentioned financial years.
- j. The bidder should have supplied similar machine to at least **three** reputed central government educational/research institutions. Supporting documents such as purchase orders/Work orders, work completion certificates should be attached with the bid. An undertaking to provide comprehensive onsite maintenance during the warranty and AMC periods for the machine should be given by the bidder.
- k. The bidder should be a reputed manufacturer or authorized suppliers of reputed manufacturers for the machine quoted in the tender; a certificate to this effect should be attached with the bid.

8. Format and Signing of Bid

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

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

9. Sealing and Marking of Bids

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

9.2. The envelope shall

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

(b) bear the reference number, the title No. of the Tender Document (**Tender Notice No. 2021-22/19**), and

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

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

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

10. Bid Prices

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

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

11. Bid Currency

11.1. Prices of Laser jet Printer machine/items shall be quoted in Indian Rupees.

12. Conformity of the Tender Document

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

12.2. The documentary evidence of conformity of the Multi-function Machine 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 Multi-function Machine that the Bidder is proposing to supply;

(b) Technical details of the major subsystems/components of the Multi-function Machine;

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

15.1. Bids must be received by the Purchaser at the address specified not later than the time and date as stated. In case this date happens to be a declared holiday for the office of the Purchaser or happens to be a holiday declared incidentally, the Bids shall be received up to the appointed time on the next working day.

15.2. The Purchaser may, at its discretion, extend this deadline for submission of bids in which case all rights of the Purchaser and all obligations of the Bidders will thereafter be subject to the deadline as extended.

16. Late Bids: Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser, shall be rejected and returned unopened to the Bidder.

17. Modification and Withdrawal of Bids

17.1. The Bidder may modify or withdraw the bid after submission, provided a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for bid submission.

17.2. The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:

(a) The Bidders shall provide the modification to its bid, clearly identified as such, in an envelope duly marked **BID MODIFICATION**.

17.3. A Bidder wishing to withdraw the bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:

(a) be addressed to the Purchaser at the specified address and

(b) bear the reference number and the title of the project, and the words **BID WITHDRAWAL NOTICE**. Bid withdrawal notices received after the bid submission deadline will be ignored and the bid submitted prior to that will be deemed to be a valid bid.

17.4. No Bid may be modified subsequent to the deadline for submission of Bids.

17.5. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period.

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

19. Opening and Examination of Bids

19.1. The Technical bids will be opened on the prescribed date and time as mentioned in the Bid document. Bidders or their representative may be present during the opening of technical bid, if they wish to be present.

19.2. The purchaser will evaluate the technical bids. Those bids, whose technical bids fulfill the technical requirements and responsive to the tender requirements will be considered. Those bids which found to be either non-responsive, not satisfying the technical requirements or both will not be considered and will be rejected.

19.3. The Price bids of the successful bidders on the basis of evaluation as mentioned under clause 19.2 will be considered for the next stage for opening.

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

19.5. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, *the unit or subtotal price shall prevail* and the total price shall be corrected. If there is a discrepancy between words and figures, *the amount in words shall prevail*. If a Bidder does not accept the correction of errors, the bid will be rejected.

19.6. The Purchaser may waive any minor nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

19.7. Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:

(a) One that limits in any substantial way the scope, quality, or performance of the Machine;

OR

(b) One that limits, in any substantial way that is inconsistent with the Tender Document, the Purchaser's rights or the successful Bidder's obligations under the Contract; and

(c) One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

19.8. If a bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

20. 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.

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

22. Contacting the Purchaser

22.1. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it shall do so in writing.

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

23. Award Criteria

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

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

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

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

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

25. Award of Purchase Order

25.1. Prior to the expiration of the period of bid validity, the Purchaser will issue the Purchase Order to the successful Bidder in writing.

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

26. Contract Agreement

26.1. Within fifteen (15) days of receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each page and return it to the Purchaser, along with the Performance Security.

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

27. Performance Security

27.1. Within fifteen (15) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to 3% of the Contract value (excluding the value of annual maintenance charges). **The Performance Security will be valid all along the warranty period and shall extend upto sixty (60) days after the date of completion of warranty period.**

27.2. The security shall be in one of the following forms:

(a) A bank guarantee (in the format as provided in **Annexure-VIII** of the bidding documents) issued by the Nationalized Bank/ Scheduled Private bank as approved by RBI, GOI acceptable to the Purchaser.

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

27.3. The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier not later than fifteen (15) days after its expiration.

27.4. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award, 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.

28. Contract Documents

28.1. All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

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

(i) Contract Agreement

(ii) All other Forms

(iii) Machine and their Requirements

- (iv) Supplier's Bid
- (v) Tender Document

29. 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.

30. Supplier's Responsibilities

30.1. The Supplier's obligations involve:

- (a) Supply of Machine/items as the specification given in Tender Document.
- (b) Making operational the Machine (installation, commissioning & validation of Machine).
- (c) University proposed to purchase new LaserJet Printers and Photocopier machines under buy-back of the existing Multi-function machines from the successful bidder. The prospective bidder may inspect the existing machines before submission of bid and quote separately the buy-back rate of the machines in **Annexure –III**.
- (d) Training, at the cost of Supplier, of personnel in operation, day-to-day maintenance and troubleshooting of the Machine.
- (e) Supply of Material (instruction/operation/service/maintenance manuals including drawings & circuit diagrams and application notes), and any other documents specified in the Contract.
- (f) Preventive maintenance of the machine during the warranty period.

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

30.3. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless, the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier.

31. Time for Supply, Installation, Commissioning and Validation of the Machine

31.1. The Supplier shall supply the Machine 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.**

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

32. Terms of Payment

32.1. For the printers/Multi-function Machines supplied, 100% payment will be released after satisfactory delivery, installation of the machine and submission of valid performance security equal to 3% of the Contract value as per the clause no.27 to cover the warranty period.

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

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

33. 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.

34. Product Upgrades: The Supplier shall continue to support and maintain the version/model of the Machine 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.

35. Penalties

35.1. If the Supplier fails to complete any of the activities in accordance with the time specified for it, or any extension of the time granted by the Purchaser, the Supplier shall pay to the Purchaser penalties at the rate specified in the Tender document.

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

36. Liquidated Damages

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

37. Defect Liability

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

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

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

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

37.5. Response time for attending to defects shall be 24 - 48 hours after they are reported to the Supplier or its designated service agent. If the Machine 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 Machine shall be extended by a period equal to the period during which the Machine could not be used by the Purchaser because of such defect and/or making good of such defect.

38. Intellectual Property Rights Warranty and Indemnity

38.1. The Supplier hereby represents and warrants that the Machine 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.

38.2. 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.

39. Effect of Force Majeure

39.1. If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the Purchaser in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.

39.2. The Supplier, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to Purchaser's right to terminate the Contract.

39.3. No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:

- (a) Constitute a default or breach of the Contract;
- (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

39.4. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure, the Purchaser shall have the right to terminate the Contract by giving a notice to the Supplier.

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

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

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

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

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

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

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

44. The page number should be marked in all pages serially (including all supporting documents enclosed with the tender document) and the declaration for the same shall be submitted by the bidder as **Annexure-IX**.

45.*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.*

Summary Sheet

Purchaser	Central University of Tamil Nadu
Purchaser's address	Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur 610 005.
Period of Bid Validity	The Bids shall be valid for a period of One Hundred and Eighty (180) days from the date of deadline for the submission of bids.
Deadline for the submission	<u>Time:16:00</u> hours; <u>Date:20.12.2021</u> ;
Time, Date and Venue for opening of Technical Bids	<u>Time:11:30</u> hours; <u>Date:21.12.2021</u> ; <u>Venue:</u> Administrative Building, Room No.F1-02 Central University of Tamil Nadu, Thiruvarur.
Performance Security	The Supplier shall provide a performance security equal to 3% of the Contract value (excluding the value of annual maintenance charges).
Deadline for the supply of the machine	Four (04) weeks from date of signing of copy of Purchase Order by the Bidder.
Deadline for the Installation and Commissioning of machine	Two (02) weeks from the deadline for supply of machine.
Rate for Penalties	The Supplier shall pay the Purchaser Penalties at the rate of 1.0% per week of the Contract value (excluding the value of annual maintenance charges).
Warranty Period	The period of warranty shall be Twelve (12) months after validation.
AMC	Three Years of AMC after the warranty of One year

Item No.I**TECHNICAL SPECIFICATION OF PHOTOCOPIER MACHINE- 1 No**

S.no	Description	Specifications	Comply (Yes/No)
1	Machine Type	BW A3 Laser Multifunctional (Reader/Printer standard)	
2	Available Core Functions	Print, Copy, Colour, Scan (Standard network and USB)	
3	Memory	8192 MB or equivalent	
4	Duty Cycle	Up to 20000 pages/month	
	Printer Features		
5	Print Speed (BW)	Minimum 35 ppm(A4), 15 ppm (A3) or equivalent	
6	Print resolution	1200 dpi x 1200 dpi or equivalent	
7	Document Feeder	RADF	
8	Double Sided Printing	Automatic	
9	Paper Input (Standard)	2 x 550 – sheet Tray1, 100-sheet multi-purpose Tray	
10	Maximum paper input capacity	1200 sheets or equivalent	
11	Paper output capacity	500 sheets or equivalent	
	Copy Features		
12	Copy Speed (BW)	Minimum 35 ppm (A4) or equivalent	
13	Copy resolution	Reading & Printing: 1200 dpi x 1200 dpi or equivalent	
14	Reduction/enlargement	Zoom: 25-400% in 1% increments or equivalent	
	Scan Features		
15	Scan resolution	BW 300 dpi/ CL 300dpi /CL 300 dpi or equivalent	
16	Scan Speed	Single – sided: 73 spm (A4, 300 dpi x 300 dpi)	
17	Connectivity type	100 Base – TX/10 Base-T, 1x USB device)	
18	Warranty	One year on-site service support	
19	Other Features	Specify, if any	

Date:**(Signature and Seal of the Bidder)**

Item No.II**TECHNICAL SPECIFICATION OF MFP LASERJET PRINTER – 10 No's**

S.no	Description	Specifications	Comply (Yes/No)
1	Machine Type	Multi-function A4 Laserjet Printer (BW only)	
2	Available Core Functions	Print, Copy, Scan and Fax	
3	Memory	256 MB RAM with 600 MHz Processor or equivalent	
4	Duty Cycle	8000 pages per month or equivalent	
	Printer Features		
5	Print Speed (BW)	Minimum 25 ppm or equivalent	
6	Print resolution	600 dpi x 600 dpi or equivalent	
7	Document Feeder	35 Sheets or equivalent	
8	Double Sided Printing	Duplex Printing	
9	Priority Tray-I (Input)	10 Sheets of plain paper	
10	Maximum paper input capacity	250 sheets of plain paper	
11	Paper output capacity	100 sheets	
	Copy Features		
12	Copy Speed (BW)	Minimum 25 copies per minute or equivalent	
13	Copy resolution	Minimum 300 x 300 dpi or equivalent	
14	Automatic document feeder speed	Minimum 7 ppm or equivalent	
	Scan Features		
15	Scan resolution	300 x 300 dpi or equivalent	
16	Scan Speed	Minimum 7 ppm or equivalent	
17	Connectivity type	Hi-speed USB and Wi-Fi 802.11b/g/n	
18	Maximum copies per Toner Cartridges	1500 pages per Toner Cartridges or equivalent	
19	Warranty	One year onsite OEM Warranty	

Date:**(Signature and Seal of the Bidder)**

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

S.No	Discription	Page.No
1.	Name & Address of the Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number , Contact Person Name	
2.	Year of establishment of the agency(Copy of the registration certificate to be enclosed)	
3.	Type of firm: Propriety / Partnership/Private / Private Ltd etc	
4.	PAN Number (copy to be enclosed)	
5.	Goods and Service Tax Registration Number (GST) (copy to be enclosed)	
6.	Firm should have the experience for at least Three years in similar field as stated in the “Scope of Work”. The Supplier shall have at least 03 Supply order to Govt Education Institution / Research laboratory etc. (copy of work order / work completion certificate should be enclosed)	
7.	Location of service centre in and around Tamil Nadu / Pondicherry.	
8.	Annual Turnover (Rs. In Lakh) 2017 – 18 2018 – 19 2019– 20 Audited financial statements or financial statement showing turnover duly signed by a chartered Accountant are to be enclosed.	
9.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	

10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificates to be attached in this regard.)		
11.	Bid Security Declaration as per prescribed format (Annexure- X) and NSIC/MSME/SSI Registration No. (If applicable)		

*** Testimonials from three satisfied customers may be attached**

- **Compliance Statement to specifications of the machine to be provided by the tenderer as in Annexure-IV.**
- **Quoted model shall be in accordance geographical location.**

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____

Other Details:

Name and Address of the bidder

Note: All the following details shall relate to the vendor for the items quoted for

1. Name of the Bidder

- a. Full postal address
- b. Full address of the premises
- c. Telephone number
- d. Fax number
- e. Type of firm: Proprietary/ Private/ Private Ltd/ MNC/ Cooperative /Govt. undertaking
- f. Name of the proprietor /Partners
- g. Firm Registration No.
- h. Year of starting of manufacturing
- i. PAN Number
- j. GST Number

2. Total Annual Turn-over (value in Rupees)(2017-18, 2018-19 & 2019-20)
(Certified proof from competent authority to be attached)

3. Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.?
If 'yes' the details thereof.
The terms and condition or acceptable to me/us.

Signature and seal of the bidder

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

1. The price of the Multi-Function Machines as per the specification in the **Annexure-I** is to be given individually in the format mentioned below:

Sl. No.	Name of the Machine	No. of Units/ Sets	Cost per Unit/Set	Total Cost (Inclusive of all taxes & delivery /installation charges)
A.	Specify the Make & Model for 1) Supply of Laser Jet Printer (MFP)	10		
	2) Supply of Photocopier (B/W)	01		
Total A (Inclusive of all taxes) (In Words)				
B.	1.HP Laser Jet Pro MFP Printer (Buy-Back Cost)	07		
	2.Toshiba e-studio Photocopier (Buy-Back Cost)	02		
Total B (Inclusive of all taxes) (In Words)				
Grand Total = A-B (Inclusive of all taxes) (In Words)			(In Figures)	

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

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

4. The bid will be valid for a period of 180 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the tender inviting authority may request the bidders to extend the bid validity for further period as deemed fit.
5. The Printers and Photocopier proposed at B above under Buy-Back offer on as is where is basis. Transport and freight charges for shifting these machines from CUTN shall be the responsibility of successful bidder.

Signature and seal of the bidder

Compliance Statement to specifications of the machine
(Make & Model in Technical Bid)

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

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

ANNEXURE – V

Detailed list of old HP Laser Jet Printer machines offered for Buy back:

S.No	Make	Model No	Machine Serial No.	Nature of Issues
1.	HP LaserJet Printer	MFP M226 dn	CNB6J6J3MM	Rat bitten issues
2.		MFP M226 dn	CNB6J8FBBD	
3.		MFP M226 dn	CNBKK5P7W6	
4.		MFP M226 dn	CNB6J3JD1C	
5.		MFP M226 dn	CNB6J330PZ	
6.		MFP M226 dn	CNB6J6J3LM	
7.		MFP M128 fn	CNBKL14LXM	
8.	Toshiba	E-Studio 357	CEFD17936	End of Life
9.	Photocopier	E-Studio 2330C	CIK052813	

Note: University proposes to purchase the HP Laserjet Printers – 10 No's and Photo-Copier machine – 1 No under buy-back of the existing old HP Laser Jet Printer/Thoshiba Machines from successful bidder. The prospective bidder may inspect the existing machines before submission of bid and quote separately the buy-back rate of the machines in **Annexure-III (on as is what is basis)**.

Annexure – VI

Tender Certificate

To
The Registrar,
Central University of Tamil Nadu,
Thiruvarur-610005

Sir,

With reference to your tender Notice No. _____ dated _____ I am to submit my tender for supply of HP Laserjet Printers – 10 No's and Photo-Copier machine(B/W) – 1 No on Buyback offer on 07 nos. of old HP Laser Jet Pro MFP Printer , 02 nos. of Toshiba e-studio photocopier as stated in Annexure-III of the tender.

I further affirm that I have read and fully understood the tender notice and agree to abide by all the terms and conditions and laid therein, which are being signed in token of my acceptance. In case, I fail to abide by the terms and conditions or failed to fulfill any technical specifications (Annexure-I) to carry on the contract satisfactorily, I will be liable to be terminated from contract/supply.

Enclosure:

1. Statement of quoted value of contract.
2. Terms and conditions duly signed.
3. Copy of Trade License.
4. Copy of PAN Card
5. Copy of GST Registration certificate.

Dated:

Signature _____

Name of Tenderer _____

MANDATE FORM FOR PAYMENT THROUGH EAT MODULE IN PFMS

DETAILS OF ACCOUNT HOLDER:

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

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

DATE:

SIGNATURE

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and Central University of Tamil Nadu, Thiruvavur (hereinafter called “the Purchaser”) of the other part.
2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of _____ (name of the machine) (hereinafter called the contract) to _____ (hereinafter called the Supplier); (Name of the Supplier)
3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of twelve 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).
7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.
9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.

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

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

For and on behalf of the _____ Bank.

Signature of Authority

Bank official Name: Designation: Stamp/Seal of the Bank:

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

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

Declaration

We hereby undertake that there are _____ pages, serially numbered, in the submitted tender including the supporting documents. (Please number all the pages including blank page, if any).

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

Signature and seal of the bidder

Date :

ANNEXURE-X

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.2021-22/00

To

The Registrar,
Central University of Tamil Nadu,
Thiruvarur.

Sir/Madam,

I/We. The undersigned, declare that:

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

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

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

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

Signature: _____

In the capacity of: _____

Name: _____

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

Dated on _____ day of _____

Corporate Seal:

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

(To be printed on Supplier's letterhead)

INTEGRITY PACT

General

This pre-bid pre-contract Agreement herein after called the Integrity Pact is made on day of the month of, between, on one hand, the President of India acting through Registrar, Central University of Tamil Nadu, Thiruvavarur 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 **Tender for Multi-function Machines on Buy Back Offer** [Write Any one category as Applicable for the particular Tender] and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

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

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

1. Commitments of the BUYER

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

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

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

Commitments of BIDDERS:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
 - 33 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principal's or associates.
 - 34 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 35 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.
 - 36 The BIDDER, either while presenting the bid or during pre-contract

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

4. Previous Transgression

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

5. Bid Security Declaration:

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

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.

53 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.

54 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

61 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.

62 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.

63 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. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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.

8.8 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

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 13. The parties hereby sign this Integrity Pact.

BUYER SIGNATURE	BIDDER SIGNATUR
-----------------	-----------------

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