

**NOTICE INVITING OPEN TENDER ENQUIRY FOR SUPPLY  
AND INSTALLATION OF LABORATORY INSTRUMENTS  
(16 ITEMS) FOR DEPARTMENT OF HORTICULTURE**

**Tender No.2022-23/13**

**Date of Issue: 28.07.2022**

**Date of closing: 17.08.2022**



**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

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

**TENDER No.2022-23/13**

**28.07.2022**

**NOTICE INVITING OPEN TENDER ENQUIRY FOR SUPPLY AND  
INSTALLATION OF LABORATORY INSTRUMENTS(16 ITEMS) FOR  
DEPARTMENT OF HORTICULTURE**

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 and Installation of Laboratory Instruments (16 items) for Department of Horticulture** 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 and Installation of Laboratory Instruments (16 items) for Department of Horticulture - Technical Bid** and **Tender for Supply and Installation of Laboratory Instruments (16 items) for Department of Horticulture - Commercial Bid** respectively and both the sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed as **Tender for Supply and Installation of Laboratory Instruments (16 items) for Department of Horticulture – Tender Notice No.2022-23/13**

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 with EMD 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 **17.08.2022, 15:00 hours**. **The Technical Bid will be opened on 17.08.2022 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 and time.

**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 31.03.2021.(Enclose supporting documents)
- II. The tenderer should have average annual turnover of at least **Rs. 23 Lakhs** per year during the last **THREE** financial years viz. 2018-2019, 2019-20 and 2020-21 (each

year). (Enclose supporting documents such as Audited Profit & Loss Account Statement with self-attestation).

- III. The bidder should have supplied similar equipment 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 centre 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)

- 3.1. The Bidder shall furnish, as part of its bid, an **EMD @ 2%** on estimated value by **Demand draft drawn in favour of Central University of Tamil Nadu payable at Thiruvavur**. The amount of EMD as follows:

#### EMD Instruments Details

Item No.	Description	Approximate Qty.	Estimated Value in ₹	EMD Amount value in ₹
1	Protein Gel Apparatus System / Vertical Electrophoresis System	01 No.	3,00,000.00	6000.00
2	Horizontal Electrophoresis System	01 No.	2,50,000.00	5000.00
3	High Speed Refrigerated Centrifuge	01 No.	5,25,000.000	10500.00
4	Master Cycler (PCR Machine)	01 No.	7,00,000.00	14000.00
5	Bottle Top Dispense for Dispensing High Concentrated Chemical (5-50ml)	01 No.	40,000.00	800.00
6	Bottle Top Dispense for Dispensing High Concentrated Chemical (10-100ml)	01 No.	50,000.00	1000.00
7	Real Time PCR (qPCR)	01 No.	15,00,000.00	30,000.00
8	Rotary Evaporator	01 No.	9,00,000.00	18000.00
9	Three Gas Analyser (Ethylene Analyser)	01 No.	4,50,000.00	9000.00
10	Micro Controller Based flame Photometer	01 No.	75,000.00	1500.00

11	Digital Refractometer (Sugar Analysis)	01 No.	25,000.00	500.00
12	Portable Lux Meter	01 No.	6,000.00	120.00
13	Handheld Laser Leaf Area Meter	01 No.	8,50,000.00	17000.00
14	Digital Fruit Penetrometer	01 No.	50,000.00	1000.00
15	Handheld pH and Temperature Tester	01 No.	25,000.00	500.00
16	Digital Thermometer	01 No.	5000.00	100.00
<b>Total ₹</b>			<b>57,51,000.00</b>	<b>1,15,020.00</b>

- 3.2 The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro & Small Enterprises (MSEs) are exempted to furnishing the EMD. Self-attested photocopy of valid registration certificate issued by competent authority for supply of laboratory equipment must be enclosed with the technical bid.
- 3.3. Any bid not accompanied with the EMD shall be rejected by the Purchaser as non-responsive.

#### 4. Scope of Bid

Central University of Tamil Nadu (CUTN), Thiruvavur, 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 Three years after the expiry of warranty for its **Department of Horticulture** Laboratory at its campus in Thiruvavur.

#### 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) 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 after completion of warranty period.

## 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, Thiruvarur 610005 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 dispatch:
  - 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 **Three** 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 dead line 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 (PO) the successful Bidder shall sign with date on each page of Purchase Order 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. (or)**
  - (b) A Demand Draft favoring, **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 (Three 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/ venter 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 Three 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 Thiruvavur.
- 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.**

S.No	Particulars	Qty.
1	<p><b>Protein Gel Apparatus system / Vertical electrophoresis system</b></p> <p><i>Small Format SDS Apparatus</i></p> <ol style="list-style-type: none"> <li>System should run 2 mini gels of 8cm x7cm simultaneously in less than hour.</li> <li>Should be compatible with both precast and hand cast gels.</li> <li>Same system should be upgradable to blotting and electroeluter as an when required.</li> <li>System should come with casting stand and casting frames with cam closer for precision alignment and casting.</li> <li>System should come with Glass plates with permanently bonded Spacers for leak free casting.</li> <li>System should have sample loading guide to prevent skipped or repeated loading lanes</li> <li>System should come with Stain free 12% Acralamide starter kit</li> </ol> <p><i>Western Blotting – Wet Transfer system</i></p> <ol style="list-style-type: none"> <li>System should provide rapid, high quality western transfer</li> <li>Must accommodate at least two mini gels of size at least 10*7.5cm</li> <li>Transfer time for both gels must be supported in a time frame of One hour</li> <li>Overnight transfer must also be taken care</li> <li>Preferably with a cooling unit to take care of heat generated</li> <li>Buffer requirement should not exceed 450 ml – 500ml per run</li> <li>Modularity of same tank to run PAGE gels must be provided</li> </ol> <p><i>Power Supply</i></p> <ol style="list-style-type: none"> <li>Output range: 5-250V, fully adjustable in 1 V steps 0.1-3.0 Amps, fully adjustable in</li> <li>1mA steps and 300W maximum</li> <li>Safety regulatory should be equal to EN-61010, CE</li> <li>Type of output: constant voltage, constant current with automatic cross over</li> <li>Output terminals: 4 pair recessed banana jacks floating in parallel</li> <li>Timer: 1-999 min, fully adjustable</li> <li>Should have option of Pause/resume run function</li> </ol>	1 No.
2.	<p><b>Horizontal electrophoresis system</b></p> <p><i>Mini Horizontal Electrophoresis</i></p> <ol style="list-style-type: none"> <li>Agarose Gel Electrophoresis with sample through put of 8 -30</li> <li>Should comprise of suitable Gel caster and UV tray of size of 15 X 10 cm.</li> <li>System should also accommodate Ready agarose gels</li> <li>Buffer volume required must be 250ml – 300 ml</li> <li>Two different combs should be supplied along with buffer tank, safety</li> </ol>	1 No.

	<p>lid and leveling bubble</p> <p><b>Midi Horizontal Electrophoresis</b></p> <ol style="list-style-type: none"> <li>Midi format Agarose Gel Electrophoresis with sample through put of 1 – 120 samples</li> <li>Buffer volume required should not exceed 1 Litre</li> <li>System quoted should support size of gels -cm and 15 X 25 cm</li> <li>Should comprise of suitable Gel caster</li> <li>UV tray for both gel sizes should be supplied along with the tank</li> <li>Two different combs should be supplied along with buffer tank, safety lid and leveling bubble</li> </ol> <p><b>Power Supply</b></p> <ol style="list-style-type: none"> <li>Suitable Power supply must accompany that can handle 10-300 V (Volts)</li> <li>Current out put should support 5-400Ma</li> <li>Power supply quoted must have facility of timer of 1-999 minutes.</li> <li>Pause or Resume function must be available to support continuous runs</li> <li>Automatic recovery after power failure is important.</li> <li>Safety features like no load detection, sudden load change, overload/short-circuit detection, and over voltage protection.</li> <li>Number of output jacks with minimum of 4 sets in parallel.</li> </ol>	
3.	<p><b>High Speed refrigerated centrifuge</b></p> <ol style="list-style-type: none"> <li>Compact centrifuge for speed up to 17,500 rpm</li> <li>Relative Centrifugal for RCF: Max.30,130 x g</li> <li>Temperature range -11°C - + 40°C</li> <li>The machine should be quoted along with following Rotors</li> <li>Swing bucket rotor for MTP &amp; PCR plates</li> <li>Fixed angle rotor for 6 x 15ml/50ml</li> <li>Centrifuge machine should be manufactured as per IVD directive.</li> <li>Dials and digital display for easy setting.</li> <li>Acceleration time to max. rpm : &lt;14 s</li> <li>Should have 50 programs memory capacity</li> <li>Rotor should run with or without lid</li> <li>Automatic rotor recognition with speed limitation</li> <li>SOFT break function for smooth stopping of rotor</li> <li>ECO shut-off function (Automatic switch-off after particular time)</li> <li>Facility for pre-setting the programme via date &amp; time to have the centrifuge refrigerated and ready to use at the pre-selected time.</li> <li>Built-in condensation drain to eliminate water accumulation &amp; prevent corrosion.</li> <li>Brushless motor</li> <li>Automatic imbalance detections for customer safety</li> <li>Autoclavable rotors</li> <li>Separate Short Spin Key</li> <li>Motorized lid latch</li> <li>Machine should be quoted along with following two Rotors</li> <li>Aerosol tight rotor for 30 X 1.5/2ml tubes with 14000rpm for future up gradation.</li> <li>6 x15/50ml ml falcon tube rotor with 7800RPM and 7700 Xg</li> <li>Machine should have Option to use 48x0.2ml pcr tubes rotor for future up gradation.</li> <li>Machine should have Option to use 18xcryovials &amp; HPLC tubes rotor for future up gradation.</li> <li>Machine should have option to use 16 x5.0 ml falcon tube rotors for future up gradation.</li> </ol>	1 No.



	28. Machine should option to use 96 well PCR plate	
<b>4.</b>	<p><b>Master cycler (PCR machine)</b></p> <ol style="list-style-type: none"> <li>1. Touch screen interfaced Silver block system for 96 x 0.1/0.2 mL PCR Tube or One 96-well PCR plate</li> <li>2. 2D Gradient for advanced PCR optimization, capable of testing different temperatures in 12 columns and 8-rows simultaneously across a gradient range of 1 - 30° C</li> <li>3. Gradient technology must operate on SteadySlope to ensure ramp rates are identical in both gradient and normal operation</li> <li>4. Fast temperature verification must be possible from user end</li> <li>5. Adjustable verification settings for audit is must</li> <li>6. Adjustable user management capabilities – from flexible to strict user level controls</li> <li>7. Heating of the block through should be through six peltier elements</li> <li>8. Temperature control range: from 4 °C to 99°C</li> <li>9. Temperature Control Mode: Fast, Intermediate, Standard and Safe</li> <li>10. Lid Temperature range: 37 - 110 °C</li> <li>11. Block Temperature Accuracy: ± 0.15°C</li> <li>12. Block Homogeneity: 20° C to 72° C: ≤ ±0.2° C, 95° C: ≤ ± 0.3° C</li> <li>13. Heating ramp rate: 10 °C/s</li> <li>14. Cooling ramp rate: 5 °C/s</li> <li>15. Adjustable ramp rate individually for heating &amp; cooling from 0.1° C to meet critical amplification conditions</li> <li>16. Lid descent and closing pressure should be through Flexlid technology</li> <li>17. Intuitive Graphic programming with larger display</li> <li>18. Administrator and user login with PIN or password for enhanced security</li> <li>19. Preprogrammed template for easy selection of PCR protocols</li> <li>20. Time or Temperature increment with cycles in PCR program</li> <li>21. Customized programming allows a maximum of 40 steps and 99 cycles</li> <li>22. Auto Restart facility with user defined time interval when power fails and resumes</li> <li>23. Log book function for error messages and new calibration</li> <li>24. E-mail Notification</li> <li>25. Cooling vents at bottom and rear allow placing other instruments in limited bench space</li> <li>26. Option to connect up to nine of the same variants for ultimate throughput</li> <li>27. Option to connect up to 50 of the same variants using computer controlled network</li> <li>28. Instrument should RoHS compliance system along with CE &amp; ISO</li> <li>29. Interface: Ethernet, USB</li> <li>30. Dimensions: W: 27.5 cm, D: 43 cm, H: 33 cm</li> <li>31. Weight: 11.5 kg</li> <li>32. Power supply: 110-230 V, 50-60 Hz</li> <li>33. Power consumption: 850 W.</li> <li>34. Should be supplied with UPS back up for at least 2 hr</li> </ol>	1 No.
<b>5.</b>	<p><b>Bottle top dispenser for dispensing high concentrated chemicals (5-50mL)</b></p> <ol style="list-style-type: none"> <li>1. The bottle top dispenser must have an oval-shaped housing for ergonomic and safe handling.</li> <li>2. The bottle top dispenser to dispense specific volume (Refer table below for volume)</li> <li>3. The bottle top dispenser must have a lockable volume selection slider</li> </ol>	1 No.

- with interior toothed track for accurate and precise volume setting.
- 4. The bottle top dispenser must have a wiping piston with sealing ring technology to prevent crystallization of liquid and piston from jamming or swelling.
- 5. The bottle top dispenser must have height-adjustable telescopic aspirating tube, of 125 mm – 240 mm (for bottle top dispenser of 2 mL to 10 mL nominal volume) and of 170 mm – 330 mm (for bottle top dispenser of 25 mL to 100 mL nominal volume) for adjustment to different bottle height.
- 6. The bottle top dispenser must have a standard 45 mm thread to fit onto most common bottle thread.
- 7. The delivery package of the bottle top dispenser must include 5 thread adapters (for bottle top dispenser of 2 mL to 10 mL nominal volume) and 3 thread adapters (for bottle top dispenser of 25 mL to 100 mL nominal volume) to fit onto bottles of different thread diameter.
- 8. The bottle top dispenser must have high chemical resistance. Chemical resistance data should be readily available for reference.
- 9. The bottle top dispenser must be fully autoclavable.
- 10. The bottle top dispenser must have a valve toggle to close the valve to safe-guard against liquid dripping when the device is not in use.
- 11. The bottle top dispenser should be made in Germany.
- 12. Spare parts of the bottle top dispenser must be available for at least 7 years in case of product discontinuation.
- 13. The manufacturer must be able to provide timely support for application and technical trouble shooting.

Technical Specification

Volume range	Volume	Dispensing step	Rel. systematic error <sup>1</sup> %	Abs. systematic error <sup>1</sup> µL	Rel. random error <sup>1</sup> %	Abs. random error <sup>1</sup> µL
5-50 mL	5 mL	1 mL	± 5 %	± 250 µL	± 1 %	± 50 µL
	25 mL	1 mL	± 1 %	± 250 µL	± 0.2 %	± 50 µL
	50 mL	1 mL	± 0.5 %	± 250 µL	± 0.1 %	± 50 µL

6.

**Bottle top dispenser for dispensing high concentrated chemicals (10-100mL)**

- 1. The bottle top dispenser must have an oval-shaped housing for ergonomic and safe handling.
- 2. The bottle top dispenser to dispense specific volume (Refer table below for volume)
- 3. The bottle top dispenser must have a lockable volume selection slider with interior toothed track for accurate and precise volume setting.
- 4. The bottle top dispenser must have a wiping piston with sealing ring technology to prevent crystallization of liquid and piston from jamming or swelling.
- 5. The bottle top dispenser must have height-adjustable telescopic aspirating tube, of 125 mm – 240 mm (for bottle top dispenser of 2 mL to 10 mL nominal volume) and of 170 mm – 330 mm (for bottle top dispenser of 25 mL to 100 mL nominal volume) for adjustment to different bottle height.
- 6. The bottle top dispenser must have a standard 45 mm thread to fit onto most common bottle thread.
- 7. The delivery package of the bottle top dispenser must include 5 thread adapters (for bottle top dispenser of 2 mL to 10 mL nominal volume)

1  
No.

- and 3 thread adapters (for bottle top dispenser of 25 mL to 100 mL nominal volume) to fit onto bottles of different thread diameter.
- 8. The bottle top dispenser must have high chemical resistance. Chemical resistance data should be readily available for reference.
- 9. The bottle top dispenser must be fully autoclavable.
- 10. The bottle top dispenser must have a valve toggle to close the valve to safe-guard against liquid dripping when the device is not in use.
- 11. The bottle top dispenser should be made in Germany.
- 12. Spare parts of the bottle top dispenser must be available for at least 7 years in case of product discontinuation.
- 13. The manufacturer must be able to provide timely support for application and technical trouble shooting.

Technical Specification

Volume range	Volume	Dispensing step	Rel. systematic error <sup>1</sup> %	Abs. systematic error <sup>1</sup> µL	Rel. random error <sup>1</sup> %	Abs. random error <sup>1</sup> µL
10-100 mL	10 mL	1 mL	± 5 %	± 500 µL	± 1 %	± 100 µL
	50 mL	1 mL	± 1 %	± 500 µL	± 0.2 %	± 100 µL
	100 mL	1 mL	± 0.5 %	± 500 µL	± 0.1 %	± 100 µL

7.

**Real time PCR (qPCR)**

- 1. A dedicated multicolor Real Time PCR system (excitation and emission) with latest generation Peltier-based 96-well plate/tube in-built PCR to support:
  - a. Gene-Expression analysis,
  - b. Pathogen Quantitation,
  - c. SNP Genotyping,
  - d. Plus/Minus Assays that utilize internal positive control,
  - e. Dissociation Curve Analysis,
  - f. Multiplexing and complete End-Point Assays.

- 2. Bright White LED for better excitation
- 3. Six decoupled filters with minimum 6plex multiplexing (six targets in one tube).
- 4. System should enable to retrieve standard data from cloud as to avoid running standards every time.
- 5. System should be capable of running 2 to 3 individual programming in the same run with different set of temperature.
- 6. Max block ramp rate should be 6.5°C/sec with temp uniformity of 0.4°C.
- 7. CMOS Camera for detection. The data collection and instrument control software should provide multicomponenting algorithm for deconvolution of multiple dyes, enabling addition of future dyes without changing the hardware.
- 8. The built-in emission filters to readily support broader range of fluorophores with a greater sensitivity for longer wavelength (red) dyes. The system should be readily configured and optimized for use of any of the following dyes or a combination thereof at any time, without any change in the hardware: FAM™/SYBR® Green, VIC®/JOE™/HEX/TET, BY®/NED™/TAMRA™/Cy®3, JUN®, ROX™/Texas, Red®, Mustang Purple®, Cy®5/LIZ®, Cy®5.5
- 9. Total reaction volume of minimum 10 uL to 30 uL, although lower would be preferred to economies the reagent consumption.
- 10. Dedicated filter for ROX for reaction normalization.
- 11. System should run in FAST and standard mode.
- 12. Temperature range should be 4°C -100°C
- 13. Application software like dedicated primer and probe design software as

1 No.

	<p>well as relative quantitation analysis software to analyze multiple 96-well-plates of data simultaneously must be included as standard supply in the quoted price.</p> <p>14. A complete line of reagents including TaqMan® universal PCR Master Mixes and SYBR® Green I Master Mixes, and disposables including tubes and 96-well plates for use with the system must be quoted. The manufacturer should quote a choice of ready-made assay kits or ready-to-make assay kits for Gene Expression as well as SNP analysis.</p> <p>15. The installation specifications must demonstrate the ability of the system to distinguish between samples containing 5,000 and 10,000 template copies with a confidence level of 99.7% using an RNaseP instrument verification plate or alike. The system must be calibrated optically for the pure dyes during installation at sight.</p> <p>16. Computer: A business line computer (either notebook or tower) should be provided with the system.</p> <p>17. Vendor should also supply complete range of TaqMan readymade and custom design assays.</p> <p>18. The supplier should be able to supply all the reagents and consumables for the operation of the system.</p>	
<p><b>8.</b></p>	<p><b>Rotary evaporator</b>  <b>Rotary evaporator Technical specification</b></p> <ul style="list-style-type: none"> <li>• Capacity should be minimum 20 lit.</li> <li>• The RPM IS 20-130</li> <li>• Minimum evaporate rate should be 4 l/h</li> <li>• Ultimate degree should be 8 mbar</li> <li>• Temperature rate: Water: RT+5~99°C, Oil: RT+5~180°C(Option)</li> <li>• Temperature stability: ±1 °C</li> <li>• PID controller,</li> <li>• Safety: 1.Over current protection 2. Over temp. protection 3. Power interruption alarm 4. Anti-dry protection</li> <li>• LCD display</li> <li>• Lift mode: auto lift</li> <li>• Power: 4300 W</li> <li>• Condensation area(M2): 1.29</li> <li>• Capability of rotatory bottle : 20 L</li> <li>• Capability of collecting bottle : 10 L</li> <li>• Sealing gasket : PTFE and Teflon Coating</li> <li>• Lifting distance(mm): 170</li> <li>• Bracket; Aluminium alloy</li> <li>• Waterbath material: SUS304 Water Bath + PTFE Teflon coating</li> <li>• Interface size: 18</li> <li>• Power: 220V 50HZ</li> <li>• Ambient temperature : 10-35 °C</li> </ul>	<p>1 No.</p>
<p><b>9.</b></p>	<p><b>Three gas analyzer (Ethylene analyzer)</b></p> <p>The instrument should measure the levels of Ethylene, CO2 and O2 in the atmosphere, and can be scaled to many environments, from cold storage to warehouse to transportation container.</p> <p><b>Features:</b></p>	<p>1 No.</p>

	<ol style="list-style-type: none"> <li>1. Measures C2H4, CO2 and O2</li> <li>2. Displays results in under 30 seconds</li> <li>3. Past records stored on the device</li> <li>4. Handheld and lightweight</li> <li>5. Battery lasts for 8+ hours</li> <li>6. Wi-Fi capabilities</li> <li>7. Display easily viewed in dimly lit environments</li> <li>8. Water filter for removing non-ethylene hydrocarbons</li> <li>9. Should possess head space sampling as well as continuous sampling</li> </ol> <p><b>Technical specification:-</b>  Sampling flow Rate : 70ML/min or less  Operating Environment : ( 0 - 50° C )  Total sampling Time : 80 seconds or less  Data Saving : Automated (1 Sec)  Display : Sunlight visible LCD  Measuring Rate : Open or closed loop, 1 second intervals  Enclosure : Powder coated aluminium  Power Source : Removable rechargeable lithium-ion battery  PC Interface : USB , WIFI, Bluetooth and SD Card  Operating pressure: 500-1200mbar  Data Recorded: <b>Ethylene, CO2 and O2 Concentrations, Date, Time, RH, GPS Location</b></p>	
10.	<p><b>Micro Controller Based Flame photometer</b></p> <ul style="list-style-type: none"> <li>• Microcontroller based automation for ease of operation</li> <li>• Determination up to four elements with single aspiration(Na, K, Ca&amp; Li)</li> <li>• Curve fitting correction for non linear emission characteristics of elements at higher concentration.</li> <li>• 20 Monochromatic and 20 Bi-chromatic Programmable options should be available.</li> <li>• Maximum five point calibration.</li> <li>• Storage facility up to 40 inbuilt program and 700 results can be stored and recalled.</li> <li>• Facility for re standardization with single standard.</li> <li>• Built in real time clock for date and time of analysis.</li> <li>• 4 line 20 characteristics LCD Display</li> <li>• Print out facility should be available.</li> <li>• Air compressor with built in air regulator and air filter.</li> <li>• PC link software for transferring data to computer.</li> </ul> <p><b><u>Specifications:</u></b></p> <ul style="list-style-type: none"> <li>• Low Concentration Mode: Na – 10ppm, K – 10ppm, Li – 2ppm, Ca – 100ppm.</li> <li>• High Concentration Mode: Na – 100ppm, K – 100ppm, Li – 50ppm, Ca – 300ppm.</li> <li>• Full scale sensitivity: Na – 2ppm, K – 1ppm, Li – 1ppm, Ca – 30ppm.</li> <li>• Resolution: Na – 0.02ppm, K – 0.01ppm, Li – 0.01ppm, Ca – 0.03ppm.</li> <li>• Interference Filters: Na &amp; K standards, Ca&amp; Li optional.</li> <li>• Reproducibility: Low Conc.:±1% F.S...High Conc. ±2% F.S.</li> <li>• Minimum sample: 3ml/element (Approx).</li> <li>• Average Time: 2 to 15 seconds.</li> </ul>	1 No.

	<ul style="list-style-type: none"> <li>• Operating air pressure: 0.45kg/cm<sup>2</sup>.</li> <li>• Air compressor: with built in air regulator and air filter to deliver stable and moisture/oil free air supply with pressure of 1kg/cm<sup>2</sup>.</li> <li>• Fuel Gas: LPG</li> <li>• Printer: Epson compatible 80 column Dot Matrix Printer.</li> <li>• RS 232 Port: PC link data transfer.</li> <li>• Memory: Storage of 700 results.</li> <li>• Power: 230V ± 10%, 50 Hz.</li> <li>• Dimensions: 415(W)x255(D)x305(H)mm (Main unit) 255(W)x210(D)x205(H)mm (Compressor unit)</li> <li>• Weight: Main unit 6.5kg + Compressor unit 6kg</li> <li>• Accessories: Gas lighter, Air &amp; Gas tube.</li> </ul>	
11.	<p><b>Digital Fruit Penetrometer</b></p> <p><u>Specification :</u>  Max Load Limit : 50Kg, 500N &amp; 110Lb  Resolution : 0.01Kg, 0.1N, 0.01Lb  Accuracy : +/- 0.5%  Unit : Kg, lb, N  Battery : 3.7V lithium battery  Pressure Diameter : 3.5, 8 &amp; 11 mm  Should also include 1 nos. of Hand Refractometer of range 0-90% brix along with Digital Fruit Penetrometer at free of cost.</p>	1 No.
12.	<p><b>Digital Refractometer (Sugar analysis)</b></p> <p><b><i>Specifications</i></b>  Sugar Content Range: 1.3300 to 1.5080 nD; 1.3330 to 1.5040 nD<sub>20</sub>; 0.0 to 85.0% Brix  Resolution: 0.0001 nD; 0.0001 nD<sub>20</sub>; 0.1 % Brix  0.1 % Brix 0.1 % mass 0.1 % mass 0.1 % mass  Accuracy (@25°C/77°F): ±0.0005 nD; ±0.0005 nD<sub>20</sub>; ±0.2% Brix  Temperature Range 0.0 to 80.0°C (32.0 to 176.0°F)  Resolution: 0.1°C (0.1°F)  Accuracy (@25°C/77°F): ±0.3°C</p> <p><b><i>Additional Specifications</i></b>  Temperature Compensation: automatic between 10 and 40°C (50 to 104°F)  Measurement Time: approximately 1.5 seconds  Minimum Sample: Volume 100 µL (to cover prism totally)  Light Source: yellow LED  Sample Cell: stainless steel ring and flint glass prism  Auto-off: after three minutes of non-use  Enclosure Rating: IP65  Battery Type / Battery Life: 9V / approximately 5000 readings  Weight: 400- 500g</p>	1 No.
13.	<p><b>Portable Lux Meter</b></p> <p>With Waterproof and features a low battery indicator and automatic shut-off that turns the meter of after 5-10 minutes of non-use.</p> <p><b><i>Specifications</i></b>  Range: 0.001 to 1.999 Klux, 0.01 to 19.99 Klux, 0.1 to 199.9 Klux  Resolution: 0.001 Klux, 0.01 Klux, 0.1 Klux</p>	1 No.

	<p>Accuracy: <math>\pm 6\%</math> of reading <math>\pm 2</math> digits</p> <p>Sensor: Human-eye-response silicon photodiode with 1.5 m coaxial cable (fixed)</p> <p>Battery Type / Life: 9V / approximately 200 hours of continuous use; auto-off after 5-10 minutes of non-use</p> <p>Environment: 0 to 50°C; RH 100%</p> <p>Dimensions: Handy</p> <p>Weight: 150-200 g</p>	
14.	<p><b>Handheld pH and Temperature Tester</b></p> <p>It should be water resistant, automatic temperature compensated with stability indicator, battery error prevention system and automatic shutoff after 8-10 minutes<sup>4</sup></p> <p><i>Specifications</i></p> <p>pH Range: -2.0 to 16.0 pH  Resolution: 0.1 pH 0.01 pH  Accuracy: <math>\pm 0.1</math> pH  Temperature Range: -5.0 to 60.0°C  Resolution: 0.1°C / 0.1°F  Accuracy: <math>\pm 0.5^\circ\text{C}</math> / <math>\pm 1^\circ\text{F}</math></p> <p><i>Additional Specifications</i></p> <p>pH Calibration automatic: one or two-point with two sets of standard buffers (pH 4.01 / 7.01 / 10.01 or pH 4.01 / 6.86 / 9.18)  Temperature Compensation: automatic  Battery Type / Life: 1.5V (4) / approx. 300 hours of continuous use; auto-off after 8-10 minutes of non-use  Environment: -5 to 50°C (23 to 122°F); RH max 100%  Weight: 100- 120 g</p>	1 No.
15.	<p><b>Digital Thermometer</b></p> <p>Instrument with Stainless Steel Penetration Probe with water resistant and can be used in HACCP analysis</p> <p><i>Specifications</i></p> <p>Range: -50.0 to 150.0°C  Resolution: 0.1°C (-50.0 to 150.0°C)  Accuracy: <math>\pm 0.2^\circ\text{C}</math> (-30 to 120°C), <math>\pm 0.3^\circ\text{C}</math> (outside: -50.0 to -30.0°C), and 120.0 to 150.0°C  Probe: fixed, stainless steel probe; 106 x 3.6 mm (penetration)  Battery Type / Life: Li-ion / approximately 2000 hours of continuous use  Auto Off: 8-10 min  Environment: -30 to 50°C  Weight: 50-60 g</p>	1 No.
16.	<p><b>HANDHELD LASER LEAF AREA METER</b></p> <p>Features:</p> <p>One-Touch Data: Simply sweep over a leaf to yield six measurements ( area, width, length, perimeter, shape factor, and aspect ratio).  The Instrument should have Advanced LASER Technology with Non-destructive Measurement  Durable and lightweight with improved consistency of measurements.  Should have Graphic display and rendering of leaf images for verification of a successful scan and auditing of data.  Built in GPS tagging to provide location data for each measurement.</p>	1 No.

	<p>SD Card for data storage. Standard USB charging and data download. Ideal for field work and very easy to use. No Calibration should be required</p> <p>Specifications: Measurements : Leaf Area, Length, Width, Perimeter, Shape Factor and Aspect Ratio. Measuring Thickness : 15 mm max. Measuring Width : 150 mm max Measuring Length : 3 meter Resolution : 0.1 mm<sup>2</sup> Scanner : 675nm Laser Diode Accuracy : + 1% for sample &gt;10cm<sup>2</sup> Interface : USB Serial Interface Storage runs: 15,000 and above Memory Size : 4GB SD Card/unlimited data storage</p>	
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<b>TECHNICAL BID</b>			
1.	Name of the Company/Organisation		
	Complete Postal Address:		
	Full address of the premises		
	Telex number		
	Telephone number		
	Fax number		
	Name of the proprietor /Partners		
2.	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 31.03.2021.		
12.	Average Annual turnover of at least Rs. <b>23 Lakhs</b> per year during the last THREE financial years viz. 2018-2019, 2019-20 and 2020-21		
	Annual Turnover (2018-2019)		
	Annual Turnover (2019-2020)		
	Annual Turnover (2020-2021)		
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	Details of EMD for Rs. _____, DD. No. _____ & Date: _____ (OR) NSIC/MSME/SSI Registration No.: _____	
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 _____ Name _____ 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**

Sr. No	Short Description of Item & Specification	HSN Code / SAC Code	Qty in Units	Price Basis FOB/FC A	Total Bid Price
1			1 No.		
	<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**

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

**Signature.....**

**Name.....**

**Place:**

**Company Name & Address:**

**Date:**

**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
<b>1</b>			<b>1No.</b>						
	<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 of 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. The minimum numbers of visits by the service personal during a year under AMC shall be 8 ( 4 break down visits & 4 periodic visits)

<b>Annual Maintenance Contract (AMC)/ (CMC) 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>SI. 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 Organisation where supplied</b>	<b>Type of Organisation (Govt./University/ PSU/ Private/Autonomo us Body etc.)</b>	<b>Date of receipt of Purchase Order</b>	<b>Quantity</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, Thiruvarur (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 \_\_\_\_\_.

Sl. No	Description	Yes / No.
1.	Agreed all terms and conditions of Tender	
2.	Have you ever been Black Listed by any Government / PSU/ Universitys / Institute / Colleges etc.	

**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 **Supply and Installation of Laboratory Instruments (16 items) for Department of Horticulture** 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: **2022-23/\_\_\_\_\_**) (hereinafter referred to **Supply and Installation of Laboratory Instruments (16 items) for Department of Horticulture** 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 in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC

Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the **Chief Vigilance Officer \ Officer in charge** and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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

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

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

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

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

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

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

#### **Article 6- Duration of the Pact**

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

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

**Article 7- Other Provisions**

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