



तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

नीलकुडी/ Neelakudi, तिरुवारूर/Thiruvarur- 610 005.

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

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

Tender No.2023-24/02

Date of Issue: 25.04.2023

Date of closing: 16.05.2023

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

The application for empanelment should be made in the prescribed format (as per Annexure-1), along with the other relevant details, including terms and conditions of empanelment, can be downloaded from the University web-site <http://www.cutn.ac.in/tenders>. The applications, duly filled in the prescribed format and complete in all respects, may be submitted in a sealed cover clearly super-scribing it as “**Application for Empanelment of Vendors for supply of Computer Hardware, Computer Peripherals and Network Equipment**” along with a non-refundable registration fee of Rs.500/- (Rupees five hundred only) in the form of Demand Draft, must reach to the Registrar, Central University of Tamil Nadu, Neelakudi, Thiruvarur – 610 005 on or before 16.05.2023 at 3.00pm.

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

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

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

The last date for submission of application is 16.05.2023 at 3.00pm. Application (s) received after last date and time of submission will not be considered. For further details you may contact Purchase Section at 04366-277359 or e-mail at purchase@cutn.ac.in with the subject line “Empanelment of Vendors for Procurement of Computer Hardware, Computer Peripherals and Network Equipment”.

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

REGISTRAR

Eligibility for Registration / Empanelment:

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

Sl. No.	Eligibility Criteria	Proof of Documents required / must be submitted
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013.	Certificate of incorporation issued by Registrar of Companies along with Copies of Memorandum of Association, Shareholding Pattern, Partnership Deed. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. MSME/NSIC/SSI Registration Certificate issued by issued by competent authority (if applicable).
2	Bidder should be an original manufacturer of product or their authorized representative / dealer. In case of authorized representative, a letter of authorization from the original manufacturer must be furnished.	Letter of authorization (MAF) from original manufacturer must be furnished in original duly signed & stamped
3	Bidder should be a financially sound and profitable firm/company and they must have Average Annual Turnover of not be less than Rs.10 Lakhs during the last 3 financial years i.e. 2019-20, 2020-21 and 2021-22 (Audited Balance Sheets / Auditor's Certificate for the last three financial years to be submitted).	Copy of the audited balance sheet, certificate from the Chartered Accountant of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2019-20, 2020-21 and 2021-22 should be submitted.
4	Bidder should have experience of at least 3 years in India in PSUs, Institutes/ Government Departments / Undertakings (State / Central/ MNC Companies) for supply, installation & maintenance support services of Hardware / Software etc. as mentioned in respective group for eligibility in the said group.	Documentary evidence with relevant copies of Purchase Order along with Completion Certificates / Installation Reports / Project Sign-Offs, in the last five years including names of minimum 3 clients with Phone and Fax numbers, E-Mail IDs etc.
5	Bidder should have Authorized service center in Thiruvavur / Trichy / Thanjavur / Kumbakonam or any other nearby city/town in Tamil Nadu or Pondicherry.	Bidder should submit detailed list of such support centers covering the nearest locations

6	Bidder should not have been debarred / black-listed by any PSUs, Institutes/ Government Departments / Undertakings (State / Central) or any other regulatory authority in India as on date of EOI submission.	Undertaking is to be Submitted.
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Note: Bidders have to provide copies of supporting documents against each criteria mentioned above, without which bid shall be rejected summarily.

Benefits of Registration

The firms registered with CUTN will enjoy the following benefits:

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

Empanelment / Registration Procedure

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

Earnest Money Deposit (EMD)

1. The Bidder shall furnish, as part of its bid, an amount of Rs.10,000/- **by Demand draft drawn in favour of Central University of Tamil Nadu payable at Thiruvarur.** The amount of EMD as follows:
2. The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro, Small and Medium Enterprises (MSMEs) 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. Any bid not accompanied with the EMD shall be rejected by the Purchaser as non-responsive.

Terms & Conditions for Vendor Registration / Empanelment as a Supplier

General Clauses

1. The empanelment is valid for a period of **One year** from the date of approval of the competent authority which may be extended for a further period of two years subject to satisfactory performance and verification of documents as asked for by the authority of CUTN.
2. CUTN reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of CUTN in respect of registration of vendors shall be final & binding on all concerned registered firms / vendors in the panel of CUTN.
3. Vendors once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of CUTN and keep the Institute informed of new developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.
4. This document is treated as a valid contract between CUTN and Vendor and adherence to all aspects of fair trade practices in executing the purchase orders / work orders placed by CUTN from time to time during the registration period.
5. In case of empanelled vendor is found in breach of any terms & condition(s) of CUTN or supply/work order, at any stage during the course of supply the legal action as per rules/laws, shall be initiated against the vendor, debarring and blacklisting the vendor concerned for at least three years for further dealings with CUTN.
6. The vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment. Any vendor can get registered and empanelled any time throughout the year. All those firms which are registered and confirmed shall be entertained for various queries.

7. All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a registered supplier. In all future correspondence with CUTN, empanelled vendors are required to quote the Registration No.
8. The CUTN has all the rights reserved to add / delete / alter any of the items and to amend/ add any of the terms and conditions included in the registration granted to firms with effect from any date, without assigning any reason(s) for the same.

Price Variation Clause

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

Indemnity

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

Termination for Default

1. Default is said to have occurred i) if the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by CUTN. ii) If the vendor fails to perform any other obligation(s) under the empanelment.
2. CUTN reserves its right to terminate the contract of any agency / agencies in case of change in the Government procedures or unsatisfactory services.

Payment

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

Penalty Clause

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

Jurisdiction

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

10)	Integrity Pact	Format as per Annexure – IV & V.
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Note: Bidders have to provide copies of supporting documents against each criteria mentioned above, without which bid may be rejected.

Details of Major Customers

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

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

Details of Registration fee (Rs.500/-)

D.D. No. : _____ Date: _____ Bank: _____

DECLARATION BY VENDOR

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

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

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

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

Name
(In Capital Letter)

Place:

(Seal of Vendor)

Date:

Detailed list of items for which EOI invited for empanelment

I) Computer Hardware:

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

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

II) Network Equipments:

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

III) Computer Peripherals

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

22.	AA 1.5 V Battery	1.5 V General Purpose Battery	Eveready / Nippo Gold or equivalent	
23.	AA 9 V Battery	9V General Purpose Battery	Hi-Watt / Duracell or equivalent	
24.	HDMI to VGA connector	HDMI signal into VGA signal output	Any brand	
25.	VGA to HDMI connector	VGA signal into HDMI signal output	Any brand	
26.	HDMI to RJ45 Network Cable Connector	HDMI Signals to Upto 30 Meters Using CAT5E/CAT6 UTP/STP Ethernet cable over the RJ45 port	Any brand	
27.	USB to LAN Adapter	Ethernet cable over the RJ45 port	TP Link	
28.	Crimping Tool RJ45 / RJ11	Cat5E/Cat6 LAN Cutter with Cable Cutter	Any brand	
29.	LAN Tester	RJ45 and RJ11 Network Cable Tester	Any brand	
30.	Punch Down Tool	Cat5E/Cat6 LAN Punch Down Tool	Any brand	
31.	Cable Break Point Tester	For Network Cable (RJ45), Ethernet LAN, Telephone Line (RJ11) with 2X 9V Batteries	Any brand	
32.	Rubber Air Blower Pump	Dust Cleaner Compatible Keyboard, Computer Laptop PC Screen, Projector Lens, etc.,	Any brand	
33.	Electric Air Blower	Min 600W / Vacuum Cleaner/ Dust Collector / PC Cleaner	Any brand	
34.	Cleaning Solution	IPA - EL Grade Reagent	Any brand	
35.	Insulation Tape	Electrical Insulation Tape	Any brand	
36.	Multimeter	Digital Multimeter	Any brand	
37.	Soldering Iron	Soldering Iron Starter Kit, Paste, Desolder Wire, Soldering Stand, Solder Wire, Cutter and Tester	Any brand	
38.	Screwdriver Set	All type of Screwdriver Bits, Professional Magnetic Driver Set	Any brand	
39.	Screwdriver Set	Multipurpose Screwdriver Kit with 5 Blades Magnetic Driver Set	Any brand	
40.	Cartridges	HP LaserJet 88A/ 12A/ 230A/ 137A	Any brand	
41.	CCTV Camera	IP Camera 2 MP/ 4 MP	Any brand	
42.	NVR	8/ 16/ 32 Channel	Any brand	
43.	CAT6 Cable	CAT6 LAN Cable	Any brand	

MANDATE FORM FOR PAYMENT THROUGH EAT MODULE IN PFMS**DETAILS OF ACCOUNT HOLDER:**

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

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

DATE:

SIGNATURE

INTEGRITY PACT

To,

The Registrar,
Central University of Tamil Nadu,
Thiruvarur.

Sub: Submission of EoI for **Empanelment of Vendors for supply of Computer Hardware, Computer Peripherals and Network Equipment** 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 V** 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 20__

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: **2023-24/02**) (hereinafter referred to **Empanelment of Vendors for supply of Computer Hardware, Computer Peripherals and Network Equipment** at Central University of Tamil Nadu, Thiruvarur.

herein after 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 will ful 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 :