

तमिलनाडु केंद्रीय विश्वविद्यालय/**Central University of Tamil Nadu**
नीलक्कुड़ी परिसर/**Neelakudi Campus**
तिरुवारूर/**Thiruvarur-610 005**

तमिलनाडु केंद्रीय विश्वविद्यालय में बूम बैरियर/एक्सेस कंट्रोल की आपूर्ति, संस्थापन
तथा कमीशनिंग हेतु निविदा दस्तावेज

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION AND
COMMISSIONING OF BOOM BARRIER/ACCESS CONTROL AT
CENTRAL UNIVERSITY OF TAMIL NADU**

निविदा सं./Tender No.2023-24/13



बोली विवरण । Bid Details

क्र.सं./ Sl. No	विवरण/Particulars	
1	बोली दस्तावेजों के संग्रहण के प्रारंभ की तारीख / Date of commencement of collection of Bid Documents	23.11.2023
2	बोली पूर्व बैठक की तिथि / Date of Pre Bid meeting	28.11.2023 up to 11.00 hours
3	बोली दस्तावेज एकत्र करने की अंतिम तिथि और समय / Last date and time for collection of Bid Documents	04.12.2023 up to 15.00 hours
4	बोली दस्तावेज खोलने की तिथि और समय / Date and Time of opening of Bid Documents	04.12.2023 up to 16.00 hours
5	बयाना जमा राशि / Earnest Money Deposit Amount	Rs. 13,000/- in the form of Demand Draft in favour of "Central University of Tamil Nadu" payable at "Thiruvarur".
6	बोली खोलने का स्थान / Place of opening of Bids	Administrative Building, Central University of Tamil Nadu, Thiruvarur – 610 005.

बूम बैरियर/एक्सेस कंट्रोल की आपूर्ति, संस्थापन तथा कमीशनिंग हेतु खुली निविदा
पूछताछ आमंत्रण सूचना

NOTICE INVITING TENDER ENQUIRY FOR SUPPLY, INSTALLATION AND
COMMISSIONING OF BOOM BARRIER/ACCESS CONTROL AT CENTRAL
UNIVERSITY OF TAMIL NADU

Central University of Tamil Nadu, an institution setup by an Act of Parliament, invites sealed Tender from the experienced contractors under Two-Bid System for the **Supply, Installation and Commissioning of Boom barrier/Access Control at Central University of Tamil Nadu with Three years Comprehensive Annual Maintenance contract after expiry of warranty** as per the specifications given in **Annexure-I**. The tender documents can be downloaded from www.cutn.ac.in.

1. दो बोली प्रणाली/Two Bid System:

The Technical Bid (**Annexure-II**) and the Commercial Bid (**Annexure-III**) shall be sealed by the bidder in separate covers duly super scribed as **Tender for Supply, Installation and Commissioning of Boom barrier/Access Control at Central University of Tamil Nadu – Technical Bid** and **Tender for Supply, Installation and Commissioning of Boom barrier/Access Control at Central University of Tamil Nadu – 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, Installation and Commissioning of Boom barrier/Access Control at Central University of Tamil Nadu -Tender Notice No.2023-24/13**

The bidding shall be made as per specification enclosed as 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 along with EMD and sealed. The tender must reach to **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvavur 610 005** by post or by hand on or before **04.12.2023, 15:00 hours**. **The Technical Bid will be opened on 04.12.2023 at 16.00 Hrs.**

बोली पूर्व सम्मेलन /Pre-bid Conference:

A pre-bid conference will be held as on **28.11.2023 @ 11.00AM**. All prospective bidders/tenderers are requested to attend the pre-bid conference. In order to facilitate CUTN for proper conduct of the pre-bid conference, all prospective bidders/tenderers are requested to submit their queries with envelope bearing the tender number and date on top and marked **“Queries for Pre-Bid Conference”** so as to reach CUTN well before the date for Pre-bid Conference or by email to purchase@cutn.ac.in with subject **“Queries for pre-bid Conference”**. CUTN will answer the queries during the pre-bid conference, which would become a part of the proceedings of the conference. All the participating bidders/tenderers shall sign the proceedings. These proceedings will become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders/tenderers. These proceedings will also be published in CUTN website for the benefit of all the prospective bidders/tenderers. Before submitting the bids, all prospective bidders/tenderers are advised to go through the CUTN website

after the pre-bid conference, in order to enable/make cognizance of the changes made in the bidding document

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.

दिनांक।Date: **23.11.2023**

कुलसचिव।Registrar
तमिलनाडु केंद्रीय विश्वविद्यालय
Central University of Tamil Nadu

2. पूर्व योग्यता दस्तावेज़/Prequalification Documents:

- i. Signed and Stamped on each page of Tender Document as an acceptance
- ii. The tenderer should have average annual turnover of at least Rs.10 Lakhs per year during the last THREE financial years viz. 2020-21, 2021-22 and 2022-23. (Enclose supporting documents such as Audited Profit & Loss Account Statement with self-attestation).
- iii. The tenderer should be either an original manufacturer or the authorized dealer/ Service Provider/Reseller. Manufacture Authorization Letter required to be submitted confirming that bidder is authorized to quote the products of OEM & product should comply with the requirement of this University as per specifications given in the tender document (Annexure -1) (Enclose supporting documents).
- iv. The bidder should have an authorized service centre in Chennai / Trichy / Tanjore / Kumbakonam or any other nearby city/town, in Tamil Nadu / Pondicherry. (Enclose supporting documents)
- v. Technical Compliance sheet should also be attached from bidders' end giving undertaking that the items to be provided by them comply with the specifications provided in the tender (Annexure –I)
- vi. The Bidder should not have been debarred/black-listed by any Central/State Government Agency. An undertaking by bidder in this regards to be submitted. (As per Annexure - IX).
- vii. The bidder should have experience in similar works have experience of **Installing Boom Barrier / Access Control system** in Central or State Govt. Offices, Educational, Research Institutions, University, Colleges Supporting documents such as purchase orders, work completion certificates should be attached with the bid

3. **बयाना जमा राशि (ईएमडी/Earnest Money Deposit (EMD)**

- 3.1.1. The Bidder shall furnish, as part of its bid, an amount of **Rs.13,000/-** as EMD at 2% of the total contract value by Demand draft drawn in favour of Central University of Tamil Nadu payable at Thiruvarur.
- 3.1.2. 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.
- 3.1.3. Any bid not accompanied with the EMD shall be rejected by the Purchaser as nonresponsive.

4. **कार्य का क्षेत्र/Scope of Work**

- 4.1.The bidder is required to supply, install (including civil and electrical work) and commission the Boom Barrier& Access Control system as per the specifications and conditions specified in the Tender document as per Annexure -I within 15 days of receiving the Order.
- 4.2.The bidders are advised to visit the above mentioned sites before quoting bid in the tender.
- 4.3.The successful bidder shall give comprehensive hands on Training to operations,

maintenance of Boom Barrier & Access Control system

4.4.The successful bidder shall carry out the work strictly as per specifications mentioned in this tender document to the satisfaction of the University.

4.5.Workmanship and material used should be of the ISI quality.

4.6.Bids shall be considered only in those cases where the bidder has quoted for the entire scope of the work.

4.7.Civil, electrical and welding works is scope of the supplier.

4.8. Quote for additional UHF Labels/ RFID Tags to be quoted by the bidder.

4.9. प्रशिक्षण/TRAINING:

4.9.1. The contractor shall provide the details of the training required by personnel to operate and maintain the Boom Barrier System..

4.9.2. For all the active components/ equipment the OEMs shall provide a certificate, indicating the end of life and end of support in form of spares etc.

4.10. एएमसी/AMC:

4.10.1. The agency has to undertake the AMC of booms barriers after the respective warranty of Three year.

4.10.2. The agency shall be responsible for the maintenance towards routine servicing once in every quarter, providing technician for attending any number of breakdown calls during the contract period ,fault rectification on-site and when required.

4.10.3. The AMC is given on a comprehensive manner. All the parts should be rectified / replaced free of cost. Parts to be replaced if any, with same make and specification", in case of non-availability of damaged parts / defective parts, agency to inform to CUTN with details and ask for permission before replacing with different make and model. University at his own discretion may get the item checked & verified by any third party.

4.10.4. On receipt of a break down intimation, on the same day and fault should be rectified immediately on priority basis and maximum, by 24 hrs so as to ensure that boom barriers are functioning satisfactorily.

5. निविदा दस्तावेज़ में स्पष्टीकरण/Clarifications in Tender Document

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

6. निविदा दस्तावेज़ में संशोधन/Amendment of Tender Document

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

6.2. 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.

7. बोली की भाषा/Language of Bid

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

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

8. बोली का प्रारूप और हस्ताक्षर/Format and Signing of Bid

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

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

9. बोली में शामिल दस्तावेज/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.

10. बोलियों की सीलिंग एवं अंकन/Sealing and Marking of Bids

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

11.2. The envelope shall

- a) be addressed to **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvavur – 610 005.**
- b) bear the reference number, the title No. of the Tender Document (**Tender Notice No. 2023-24/13**), and
- c) bear the name and address with Mobile Number & Email ID of the Bidder so that the bid can be returned unopened in case it is declared late.

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

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

12. बोली मूल्य/Bid Prices

12.1. The rates should be quoted for a single unit and also for the total quantity required by the University. Prices must be quoted separately for each equipment/item identified

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

13. **बोलियों की वैधता की अवधि /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.

14. **बोलियाँ जमा करने की समय सीमा/Deadline for Submission of Bids**

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

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

15. **देर से बोलियाँ /Late Bids:** Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser, shall be rejected and returned unopened to the Bidder.

16. **बोलियों में संशोधन एवं वापसी/Modification and Withdrawal of Bids**

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

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

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

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

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

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

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

16.5. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

17. **कार्य को उप-किराए पर देना/Subletting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party.

18. **बोलियों का स्पष्टीकरण /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.
19. **उत्तरदायी बोलियों का मूल्यांकन /Evaluation of Responsive Bids:** The Purchaser will evaluate the bids that have been determined to be substantially responsive.
20. **क्रेता से संपर्क करना/Contacting the Purchaser**
20.1.From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it shall do so in writing.
20.2.If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.
21. **अवार्ड मानदंड/Award Criteria**
21.1. Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Quote Evaluated Bid.
21.2. The University reserves the right to buy different items/quantity from different bidders considering price of individual/group of machine or any other factors as decided by the committee.
22. **बोली को स्वीकार/अस्वीकार/संशोधित करने का क्रेता का अधिकार /Purchaser's Right to Accept/Reject/Modify Bids**
22.1.The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
22.2.The Purchaser reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid.
23. **क्रय आदेश प्रदान करना/Award of Purchase Order**
11. 24.1. Prior to the expiration of the period of bid validity, the Purchaser will issue the Purchase Order to the successful Bidder in writing.
12. 24.2. The Purchase Order will constitute the foundation of the Contract.
24. **संविदा समझौता/Contract Agreement**
24.1.Within fifteen (15) days of receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each page and return it to the Purchaser, along with the Performance Security.
24.2.Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.
25. **निष्पादन सुरक्षा/Performance Security**
25.1.Within fifteen (15) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to **10 %** of the Contract value (excluding the value of annual maintenance charges). **The**

Performance Security will be valid all along the warranty period and shall extend upto sixty (60) days after the date of completion of warranty period.

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

- (a) A bank guarantee (in the format as provided in **Annexure-V** of the bidding documents) issued by the Nationalized Bank/ Scheduled Private bank as approved by RBI, GOI acceptable to the Purchaser. (or)
- (b) A Demand Draft favoring, **Central University of Tamil Nadu** payable at **Thiruvarur**.

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

25.4. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, 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.

26. भुगतान की शर्तें/Payment terms:

26.1. No advance payment will be made.

26.2.The successful Contract should furnish the bill for supply and successful installation of Boom Barrier System to the University, in Triplicate on completion of the work. The payment shall be made based on successful completion/installation of the System. The Bills shall be submitted as follows:

क्र.सं./S.No	बिल स्वीकृति समय Time to Raise Bill	बिल की प्रस्तुति Submission of Bill
1.	After successful Delivery & Installation and commissioning of the system along with test report.	Bill shall be submitted along with Installation and test report for the cost. The bill must clearly mention each line item separately indicating quantity, unit price and total cost. GST and any other applicable tax needs to be shown separately
2.	AMC Charges for 3 years post 3 year warranty from the date of completion of Installation.	Payment shall be made quarterly. Bill to be submitted at the end of quarter.

26.3.100% Payment shall be made after the submission of bill along with satisfactory completion certificate and test report as certified by the user Department and satisfaction of the University, subject to submission of Performance Bank Guarantee (PBG) for 10 % of the purchase order value, covering the period of Warranty plus 60days.

26.4. The AMC bill payment would be made at the end of quarter subject to no outstanding defect in the system.

26.5. AMC Payments shall be released on quarterly basis after satisfactory working of the Systems, certified by firm's engineer jointly with authorized CUTN representatives and only after the completion of quarter, no payment will be made in advance. The quarterly payment shall be released against the

Invoice raised by the bidder and the satisfactory functioning report from the authorized CUTN representatives.

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

27. संविदा दस्तावेज/Contract Documents

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

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

- (i) Contract Agreement
- (ii) All other Forms
- (iii) Machine and their Requirements
- (iv) Supplier's Bid
- (v) Tender Document

28. **संविदा में संशोधन /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.

29. आपूर्तिकर्ता की जिम्मेदारियाँ/Supplier's Responsibilities

29.1. The Supplier's obligations involve:

- (a) Supply of items as the specification given in Tender Document.
- (b) Making operational the Boom Barrier System (Installation, commissioning & validation of Machine).
- (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 Machine.
- (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 machine during the warranty period.

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

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

30. समापन का समय/TIME FOR COMPLETION:

The installation work shall be completed within a period of 45 days and shall start within a period of 7 days from the date of issue of the letter of commencement and shall stand terminated after the expiry of the period. If it is not completed within the time as specified in the work order then the liquidity damage @ 1% of the value of works per week up to a maximum of 5% of contract value will be imposed on the contractor.

31. वस्तुओं की आपूर्ति, संस्थापन, परीक्षण और कमीशनिंग के लिए समय/Time for Supply, Installation, testing and commissioning of the items

31.1.The Supplier shall supply the items within the period specified in the tender document i.e. **within FOUR weeks of signing the purchase order or within the period mutually agreed between purchaser and supplier.**

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

32. कर एवं शुल्क /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.

33. उत्पाद उन्नयन/Product Upgrades:

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

34. परिनिर्धारित नुकसान/Liquidated Damages :

34.1.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.

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

35. दोष दायित्व/Defect Liability

35.1.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 Machine and/or any of its subassemblies and components from fulfilling the

Machine Requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the Machine, its subassemblies and components. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

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

35.3. 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 machine in good condition shall become the property of the purchaser.

35.4. 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.

35.5. 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 Machine shall be extended by a period equal to the period during which the Machine could not be used by the Purchaser because of such defect and/or making good of such defect.

36. बौद्धिक संपदा अधिकार वारंटी और क्षतिपूर्ति /Intellectual Property Rights Warranty and Indemnity

36.1. The Supplier hereby represents and warrants that the Machine as supplied, installed & commissioned along with its Application Software and copying of Manuals & other documents provided to the Purchaser in accordance with the Contract does not and will not infringe any Intellectual Property Rights held by any third party.

36.2. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability), that the Purchaser may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights.

37. फोर्स मेज्योर का प्रभाव/Effect of Force Majeure

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

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

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

(a) Constitute a default or breach of the Contract;

- (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.
- 37.4.If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure, the Purchaser shall have the right to terminate the Contract by giving a notice to the Supplier.
38. **उपकरणों की आपूर्ति और परिचालन के लिए समय सीमा का विस्तार/Extension of Time Limits for supply & making operational the equipment**
- 38.1.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;
- 38.2.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.
39. **समनुदेशन/Assignment:** The Supplier shall not, without the prior written consent of the Purchaser, assign to any third party, the Contract or any part thereof.
40. **शासी कानून/Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of India.
41. **विवादों का निपटान/Settlement of Disputes :** Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Thiruvapur.
42. **मूल्यों की तर्कसंगतता/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 "VII"**).
43. 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-VI**.
44. *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.*

तकनीकी विशिष्टि/TECHNICAL SPECIFICATION

Type-A) बूम बैरियर सिस्टम की तकनीकी विशिष्टता/Technical Specification of Boom Barrier System:

क्र. सं./ Sl.No.	मद विवरण/Item description	मात्रा/ Qty.	अनुपालन/Compliance (हाँ/नहीं) (Yes/No)	विचलन/Deviation (यदि कोई हो/ If Any)
1.	BOOM BARRIER: Operating Speed: 1.5-6s Boom Length: Max 6m Boom Type: Telescopic straight boom Chassis Dimension: 1010*350*280mm Weight: 43 KG Motor Type: 24V DC brushless motor Output Power: 160W Output Current: 10A Working voltage: DC 24V Power Supply: AC 220V/110V 50-60Hz Operating Temperature: -30°C to 75°C MCBF: 2 million times Remote Control Distance: ≥30m	4 No's		
2.	CONTROLLER	4 No's		
3.	UHF READER: Model: UHF1-5E, UHF1-5F UHF1-10E, UHF1-10F Dimension: 260*260*65(mm) 445*445*70(mm) Reading distanced: Up to 6 meters (adjustable) Up to 12 meters (adjustable) Communication interface: Wiegand 26(Default)/Wiegand 34, USB Frequency: 902MHz-926MHz, 865MHz-868MHz Shell Material: Antenna Panel: ABS Engineering Plastics: Back Cover: Aluminum Shell Working Voltage: 9-12V DC Working Current: 150 mA (Always Read) Working Temperature: -20 °C-	4 No's		

	60 °C Interface Protocol: EPC global UHF Class 1Gen 2/ISO 18000-6c Multiple tags identification: <100 Working mode” Always read(Default) I/O Interface: Supports external trigger Maximum power consumption: <3W (RF output 26 dBm, multiple tags 0, <2w (RF output 26 dB, Single Tags)			
4.	RF ID Tags	500 No's		
5.	Cabling and Accesseries	-		

अनुलग्नक/Annexure - II

तकनीकी बोली हेतु प्रोफॉर्मा/PROFORMA FOR TECHNICAL BID

(अलग सीलबंद लिफाफे-I में ऊपर "तकनीकी बोली" लिखकर/In separate sealed cover-I super scribed as "Technical Bid")

क्र.सं./ S.No	विवरण/Description	पृ.सं./Pag e. No
1.	Name & Address of the Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number , Contact Person Name	
2.	Year of establishment of the agency(Copy of the registration certificate to be enclosed)	
3.	Type of firm: Propriety / Partnership/Private / Private Ltd etc	
4.	PAN Number (copy to be enclosed)	
5.	Goods and Service Tax Registration Number (GST) (copy to be enclosed)	
6.	Firm should have the experience for at least Three years in similar field. The Supplier shall have at least 03 Supply order to Central or State Govt. Offices, Educational, Research Institutions, University, Colleges Supporting documents etc. (Proof to be attached)	
7.	Location of service centre in and around Tamil Nadu / Pondicherry.	
8.	Annual Turnover (Rs. In Lakh) 2020 – 21 2021 - 22 2022 - 23 Audited financial statements or financial statement showing turnover duly signed by a chartered Accountant are to be enclosed.	
9.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the	

	firm or its owner/partners anywhere in India. (If no, a certificates to be attached in this regard.)		
11.	Details of the DD of Rs. towards bid security (EMD). DD No. Date: Drawn on: (OR) NSIC/MSME/SSI Registration No. (copy to be enclosed)		
12	Integrity Pact (As per Annexure –IX)		
13	Preference of Make in India: If yes, self-declaration for preference to Make in India is to be attached as per Annexure – X		

- **Compliance Statement to specifications of the instruments to be provided by the tenderer as in Annexure-IV.**

हस्ताक्षर/Signature _____

नाम/Name _____

पदनाम/Designation _____

दिनांक/Date: _____

स्थान/Place: _____

कंपनी का मुहर/ Seal of Company _____

वाणिज्यिक बोली/Commercial Bid

(अलग सीलबंद लिफाफे में संलग्न किया जाना है। To be enclosed in separate sealed cover)

The price of the following instruments as per the specification in the **Annexure-I** is to be given individually in the format mentioned below:

BOQ - Price Bid

A) Price Bid for Boom Barriers System:

क्र.सं S.No	सामग्री का नाम Item Name	विवरण /Description	मात्रा Qty	यूओएम UoM	इकाई मूल्य Unit Rate (in Rs.)	राशि/Amount (in Rs.)
1	BOOM BARRIER	As per Annexure – I	4	Nos.		
2	CONTROLLER	As per Annexure – I	4	Nos.		
3	UHF Reader	As per Annexure - I	4	Nos.		
	RFID Tags		500	Nos.		
	Cables and Accessories		-			
	Installation and Commissioning	Installation, Testing & Commissioning of Boom Barrier system and other Civil, Electrical, misc. works	Lot	Lot		
कुल/Total						
जीएसटी/GST %						
कुल योग/ Grand Total						
4^{वें} वर्ष के लिए एएमसी/AMC for 4th Year						
5^{वें} वर्ष के लिए एएमसी/AMC for 5th Year						
6^{वें} वर्ष के लिए एएमसी/AMC for 6th Year						

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

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

4. The bid will be valid for a period of 180 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the tender inviting authority may request the bidders to extend the bid validity for further period as deemed fit.

बोलीदाता के हस्ताक्षर एवं मुहर/Signature and seal of the bidder

पीएफएमएस में ईएटी मॉड्यूल के माध्यम से भुगतान हेतु जनादेश प्रपत्र
MANDATE FORM FOR PAYMENT THROUGH EAT MODULE IN PFMS

खाता धारक का विवरण /DETAILS OF ACCOUNT HOLDER:

विक्रेता / लाभार्थी का नाम Name of the Vendor/Beneficiary	
बैंक का नाम Name of the Bank	
खाता संख्या Account Number	
आईएफएससी कोड IFSC Code	
पीएन संख्या PAN Number	
जीएसटी संख्या / GST Number (यदि लागू हो / if applicable)	
पता/ Address (शहर, पिन कोड आदि सहित / Including City, Pin code etc.)	
मोबाइल नंबर/ईमेल आईडी Mobile No./email id	

मैं एतद्वारा घोषणा करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं।
I hereby declare that the particulars given above are correct and complete.

दिनांक/ DATE:

हस्ताक्षर/SIGNATURE

बैंक द्वारा निष्पादन सुरक्षा (गारंटी) का प्रपत्र
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and Central University of Tamil Nadu, Thiruvavur (hereinafter called “the Purchaser”) of the other part.
2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of _____ (name of the machine) (hereinafter called the contract) to _____ (hereinafter called the Supplier); (Name of the Supplier)
3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of twelve months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period).
7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.
9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.

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

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

For and on behalf of the _____ Bank.

प्राधिकरण के हस्ताक्षर/Signature of Authority

बैंक अधिकारी का नाम /Bank official Name: पदनाम/Designation:

बैंक का स्टाम्प/मुहर/Stamp/Seal of the Bank:

निम्नलिखित की उपस्थिति में उपरोक्त नामित _____ द्वारा बैंक की ओर से हस्ताक्षर किए गए , सीलबंद और सुपुर्द किए गए । Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

साक्षी/Witness 1

हस्ताक्षर/Signature

नाम/Name

पता/Address

साक्षी/Witness 2

हस्ताक्षर/Signature

नाम/Name

पता/Address

घोषणा पत्र / Declaration

हम एतदद्वारा वचन देते हैं कि जमा की गई निविदा में समर्थन दस्तावेजों सहित _____ पृष्ठ क्रमांकित हैं। (कृपया खाली पृष्ठ सहित, यदि कोई हो, तो सभी पृष्ठों पर क्रमांकित करें)।

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).

हमने अपने प्रिंसिपल अनन्य प्राधिकरण पत्र जमा कर दिया है जो इस निविदा संख्या _____ दिनांक _____ के लिए विशिष्ट है।

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

**बोलीदाता के हस्ताक्षर, मुहर सहित/
Signature and seal of the bidder**

मूल्य अनुकूलता प्रमाण पत्र / PRICE REASONABILITY CERTIFICATE

यह प्रमाणित किया जाता है कि हमने आपको अपने कोटेशन संख्या _____ दिनांक _____ में (मूल्य रुपये) _____ के लिए अधिकतम संभव छूट की पेशकश की है। हम प्रमाणित करना चाहते हैं कि उद्धृत मूल्य न्यूनतम है और हमने उसी वस्तु को किसी अन्य ग्राहक को तर्केवि की पेशकश की तुलना में कम दरों पर उद्धृत नहीं किया है और न ही हम ऐसा तब तक करेंगे जब तक कि प्रस्ताव की वैधता या खरीद आदेश का निष्पादन नहीं हो जाता, जो भी हो बाद में है।

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.

**बोलीदाता के हस्ताक्षर, मुहर सहित/
Signature and seal of the bidder**

वचनबद्ध / UNDERTAKING

I / We undertake that
M/s..... has not been
blacklisted/banned by any Government Department/Public Sector undertaking/Autonomous
Body.

दिनांक/Date:

आधिकारिक स्टाम्प/फर्म/कंपनी/संगठन के
अधिकृत हस्ताक्षरकर्ता के हस्ताक्षर, मुहर सहित
Signature of the authorised signatory of the firm/company/
organization with Official Stamp/Seal.

सत्यनिष्ठा संधि / INTEGRITY PACT

To,

The Registrar,
Central University of Tamil Nadu,
Thiruvavur.

Sub: Submission of Tender for the **Supply & Installation of Boom Barrier System at Central University of Tamil Nadu with Three years Comprehensive Annual Maintenance contract after expiry of warranty** at Central University of Tamil Nadu, Thiruvavur.

Sir/ Madam,

I/We acknowledge that Central University of Tamil Nadu, Thiruvavur 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 X(A) 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, Thiruvavur. 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, Thiruvavur 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)

(गैर-न्यायिक स्टाम्प पेपर पर प्रस्तुत किया जाना है/To be submitted on non-Judicial stamped paper(Rs.100/-)

सत्यनिष्ठा अनुबंध / 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: **2022-23/13**) (hereinafter referred to **Tender for Supply & Installation of Boom Barrier System at Central University of Tamil Nadu with Three years Comprehensive Annual Maintenance contract after expiry of warranty** 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:

अनुच्छेद | Article 1: प्रिंसिपल/मालिक की प्रतिबद्धता | Commitment of the Principal/Owner

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

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

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

अनुच्छेद | Article 2: बोलीदाता(ओं) / ठेकेदार की प्रतिबद्धता | 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).

अनुच्छेद । Article 3: उल्लंघन के परिणाम । 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.

अनुच्छेद । Article 4: पिछला उल्लंघन । 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.

अनुच्छेद । Article 5: सभी बोलीदाताओं/ठेकेदारों/उपठेकेदारों के साथ समान व्यवहार । 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.

अनुच्छेद | Article 6- संधि की अवधि | Duration of the Pact 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.

अनुच्छेद | Article 7- अन्य प्रावधान | Other Provisions

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

अनुच्छेद | Article 8- कानूनी और पूर्व अधिकार | 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)

साक्षीगण। WITNESSES:

1
(हस्ताक्षर, नाम व पता/ signature, name and address)

2
(हस्ताक्षर, नाम व पता/ signature, name and address)

स्थान/Place:

दिनांक/ Date :

मेक इन इंडिया को प्राथमिकता के तहत स्व-घोषणा का प्रारूप
Format for Self-Declaration under preference to Make in India :

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II date. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated: 04 June 2020, we hereby certify that we M/s. _____ (supplier name) are **CLASS-I / Class-II (Please specify clearly)** supplier meeting the requirement of local content more than 20% as defined in above orders for the material **Tender No. 2023-24/___**. Details of location at which local value addition will be made as follows:

(पूरा पता बताएँ / Complete address to be mentioned)

स्थानीय सामग्री का प्रतिशत | Percentage of Local Content: _____ %

We also understand, false declarations will be in breach of the Code of Integrity under rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

आपूर्तिकर्ता का मुहर और हस्ताक्षर
Seal and signature of Supplier

दिनांक/Date :

स्थान/Place:

नोट/Note: As per the OM of Department of Promotion for Industry and Internal Trade No. P45021/102/2019-BE-II-Part(1) dated: 04.03.2021. The bidders can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition