

**NOTICE INVITING TENDER ENQUIRY FOR SUPPLY OF STEEL  
ALMIRAH FOR CENTRAL STORES,  
CENTRAL UNIVERSITY OF TAMIL NADU**

**Tender No.2024-25/14**

**निर्गम तारीख/Date of Issue:29.10.2024  
समापन की तारीख/Date of closing: 19.11.2024**



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



# तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

नीलक्कुड़ी परिसर/Neelakudi Campus, तिरुवारूर/Thiruvavur - 610 005

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

निविदा सं./TENDER No.2024-25/14

Date: 29.10.2024

## NOTICE INVITING TENDER ENQUIRY FOR SUPPLY OF STEEL ALMIRAH FOR CENTRAL STORES, CENTRAL UNIVERSITY OF TAMIL NADU

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

### 1. Two Bid System:

The Technical Bid (ANNEXURE-II) and the Commercial Bid (ANNEXURE-III) shall be sealed by the bidder in separate covers duly superscribed as **Tender for Supply of Steel Almirah for Central University of Tamil Nadu - Technical Bid** and **Tender for Supply of Steel Almirah for 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 superscribed as **Tender for Supply of Steel Almirah for Central University of Tamil Nadu – Tender Notice No.2024-25/14**.

**The technical details of the Steel Almirah along with the filled-in format (ANNEXURE-II) should be kept inside the Technical Bid Envelope 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 19.11.2024, 15:00 hours. The Technical Bid will be opened on 19.11.2024 at 16.00 Hrs.**

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

### 2. Who can bid?

1. The tenderer should be either an original manufacturer or the authorized dealer/reseller having been established in the field for minimum period of THREE years as on 31.03.2024. Manufacture Authorization Certificate 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).

The firm should have registered with GST/PAN.(Enclose supporting documents)

2. The minimum average annual financial turnover of the bidder should be **09 Lakhs** during the last three financial years viz.2021-22, 2022-23 and 2023-24, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period enclosed with the technical bid with self-attestation. The turnover shall be related to similar experience.
3. The Bidder should have regularly supplied same or similar Category of Products to any Central / State Govt Organization / PSU / Public Listed Company for THREE (3) financial years before the bid opening date. Copies of purchase orders, completion certificates to be attached along with bid in support of having supplied some quantity during each of the year.
4. 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 –IV).
5. The Bidder should not have been debarred/black-listed by any Central/State Government Agency. An undertaking by bidder in this regard is to be submitted. (As per Annexure - V).

### **3. Earnest Money Deposit (EMD)**

- 3.1. The Bidder shall furnish, as part of its bid, an **EMD of Rs.36,000/- by Demand draft drawn in favour of Central University of Tamil Nadu payable at Thiruvarur.**
- 3.2. The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro & Small Enterprises (MSEs) are exempted to furnishing the EMD. Self-attested photocopy of valid registration certificate issued by competent authority for supply of furniture must be enclosed with the technical bid.
- 3.3. Any bid not accompanied with the EMD shall be rejected by the Purchaser as non-responsive.

### **4. Scope of Bid**

Central University of Tamil Nadu (CUTN), Thiruvarur, hereinafter called “**Purchaser**”, invites bid for supply of Furniture with **warranty of three years..**

### **5. Cost of Bidding**

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

### **6. Tender Document**

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

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

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

## **8. Language of Bid**

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

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

- I. All the Documents as mentioned under the Heading Who can Bid?
- II. Earnest Money Deposit (EMD) valid EMD exemption certificate (if applicable).
- III. Documents establishing conformity of the product to the Tender Document;
- IV. An undertaking to provide comprehensive onsite maintenance during the warranty periods for the product.

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

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

## **11. Bid Prices**

- i. Price quoted must include all costs associated with packing, transportation, insurance, all duties and levies, delivery, loading and unloading on DOOR DELIVERY basis to the university at Neelakudi Campus, Thiruvarur 610005 including its installation, commissioning, integration and validation.
- ii. Prices quoted by the Bidder shall be firm during the validity of the bid.

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

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

The documentary evidence of conformity of the Product to the Tender Document may be in the form of written descriptions supported by literature/diagrams/certifications.

**13. 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. Deadline for Submission of Bids**

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

**15. 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. 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.

**17. Evaluation of Responsive Bids:**

The Purchaser will evaluate the bids that have been determined to be substantially responsive.

**18. Contacting the Purchaser**

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

**19. Award Criteria**

- i. Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Quote Evaluated Bid.
- ii. The University reserves the right to buy different items/quantity from different bidders considering price of individual/group of equipment or any other factors as decided by the committee.

**20. Purchaser's Right to Accept/Reject/Modify Bids**

- i. The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- ii. The Purchaser reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid.

**21. Award of Purchase Order**

- i. Prior to the expiration of the period of bid validity, the Purchaser will issue the Letter of Intent / Purchase Order to the successful Bidder in writing.
- ii. The Purchase Order will constitute the foundation of the Contract.

## 22. Contract Agreement

- i. Within fifteen (15) days of receipt of the Purchase Order (PO) the successful Bidder shall sign with date on each page of Purchase Order and return it to the Purchaser, along with the Performance Security.
- ii. Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

## 23. Security Deposit:

- i. Within fifteen (15) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the security deposit equal to **5%** of the Contract value (excluding the value of annual maintenance charges). **The Security deposit will be valid all along the warranty period and shall extend upto sixty (60) days after the date of completion of warranty period.**
- ii. The security deposit shall be in any one of the following form:
  - (a) A bank guarantee (in the format as provided in **Annexure-VII** of the bidding Documents issued by **any Nationalized / Scheduled / Private Banks approved by RBI/ GOI having their branches in India. (or)**
  - (b) A Demand Draft favoring, **Central University of Tamil Nadu** payable at **Thiruvarur.**
- iii. The security deposit shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security deposit shall be returned to the Supplier not later than fifteen (15) days after its expiration.
- iv. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Security deposit, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

## 24. Contract Documents

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

## 25. 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.

## 26. Supplier's Responsibilities

- i. Supplier's obligations involve:
  - (a) Supply of Equipment/items given in Tender Document.
  - (b) Making operational the Product (installation, commissioning & validation of product).
  - (c) Development of test methods & applications.

(d) 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.

(e) Maintenance of the product during and after the warranty period of three years.

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

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

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

## **28. Terms of Payment**

- i. 100% payment will be released after satisfactory delivery, installation of the product against submission of a Bank Guarantee as performance security to cover the warranty period and Sixty days after the date of completion of warranty period (38 months).

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

## **29. 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.

## **30. Product Upgrades:**

The Supplier shall continue to support and maintain the version/model of the item 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.

## **31. Liquidated Damages**

- 32.1. If a firm accepts an order and fails to execute the order, in full or part, as per terms and conditions, stipulated therein, it will be open to the University to recover liquidated damages from the firm at the rate of 0.5% of the value of the delayed quantity per week

or part of the week of delayed period as pre-estimated damages not exceeding 10% of the value of the undelivered goods. It will also be open to the University alternatively, to arrange procurement of the required stores from any source, at the risk and expense of the firm, accepted and failed to execute the order according to stipulations agreed upon. This will also entail removal of the defaulters' name from the approved / registered list of Contractors.

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

### **32. Defect Liability**

- 33.1. The Supplier warrants that the product, including all subassemblies and components provided, shall be free from defects in the design, engineering/manufacturing, workmanship and performance that prevent the product and/or any of its subassemblies and components from fulfilling the product requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the product, its subassemblies and components. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 33.2. The Warranty Period THREE years shall commence from the date of validation of the product and shall extend for the length of time specified in the tender document supra.
- 33.3. If during the Warranty Period any defect found in the product, the Supplier shall promptly, at its sole cost, repair or otherwise make good such defect as well as any damage to the product caused by such defect. Any defective product, Subassembly or component that has been replaced by the Supplier shall become the property of the Supplier and the new substituted/replaced product in good condition shall become the property of the purchaser.
- 33.4. Validation of the product shall be carried out by the Supplier each time a major repair is carried out in the product during the warranty period.
- 33.5. Response time for attending to defects shall be 24 - 48 hours after they are reported to the Supplier or its designated service agent. If the product 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 product shall be extended by a period equal to the period during which the product could not be used by the Purchaser because of such defect and/or making good of such defect.

### **33. Intellectual Property Rights Warranty and Indemnity**

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

### **34. Effect of Force Majeure**

- i. If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the



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

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

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

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

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

### **36. Assignment:**

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

### **37. Insurance:**

Where necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the procuring entity for receiving the goods at the destination. Where delivery of imported goods is required by the purchaser on CIF/ CIP basis, the supplier shall arrange and pay for marine / air insurance, making the purchaser beneficiary. Where delivery is on FOB/ FAS basis, marine / air insurance shall be the responsibility of the purchaser. The insurance shall be valid for a period of not less than 3 months after Installation and commissioning.

### **38. Risk Purchase Clause:**

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

### **39. Integrity Pact:**

- a) As per the directives of the Central Vigilance Commission all government department/ organizations/ Universities have to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major public procurement activities. The integrity pact envisages an agreement between the prospective bidders/ vendors with the buyer

committing the persons/ officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. **Only those bidders/ vender who are willing to enter in to such an integrity pact with the purchase would be competent to participate in the bidding.**

- b) The integrity pact would be effective from the date of invitation of bids till complete execution of the contract.
- c) The model format of integrity pact (IP) is at Annexure – X “A”.

**40. Progress of Supply:**

Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the purchase as under:

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

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

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

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

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

**43. Defective Goods:**

If any of the goods supplied by the Tender is found to be substandard, refurbished, unmerchantable or not in accordance with the description/ specification or otherwise faulty,

the committee will have the right to reject the item or its part. The prices of such item shall be refunded by the Tenderer with 18 % interest if such payments for such item have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the suppliers. Defective part in goods, if found before Installation and / or during warranty period. Shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges.

**44. Termination for Default: :**

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:

- i. If the supplier fails to deliver any or all of the Goods within the periods specified in the order, or within any extension thereof granted by the Purchase; यां for
- ii. If the supplier fails to perform any other obligations under the contract.
- iii. If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this clause:
  - a) means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - b) ***Fraudulent Practice***” means a misrepresentation of facts in order to influence a procurement processor the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the borrower of the benefits of free and open competition;. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the contract to the extent not terminated.

**45. Compliance Certificate:** This certificate must be provided indicating conformity to the technical specifications.

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

**47. Settlement of Disputes :**Any dispute or claim arising out of/relating to this Contractor the breach, termination or the invalidity thereof, shall be settled by the Hon’ble Courts of Justice at Thiruvavarur.

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

**49. REASONABILITY OF PRICES:**

Please quote best minimum prices applicable for a premier Research Institution, leaving no scope for any further negotiations on prices. The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to INST to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later. We request you to fill the price reasonability certificate format in the enclosed file (**ANNEXURE "IX"**).

**50.** 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.

**51. Acknowledgement:** It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them

**तकनीकी विशिष्टता/TECHNICAL SPECIFICATION**

**STEEL ALMIRAH - 100 No's**

<b>Sl. No</b>	<b>Specification Name</b>	<b>Tender Requirement</b>
1.	Construction Type	Welded
2.	Almirah Height	1980 mm
3.	Almirah Width	920 mm
4.	Almirah Depth	480 mm
5.	Door Sheet Thickness	1.2 mm
6.	Side Sheet Thickness	1 mm
7.	Back Sheet Thickness	0.9 mm
8.	Top Sheet Thickness	1 mm
9.	Bottom Sheet Thickness	1 mm
10.	Shelves Sheet Thickness	1 mm
11.	Shelves supporting bracket Thickness	1.6 mm
12.	Door metal stiffener Thickness	0.8 mm
13.	Pedestal Sheet Thickness	0.9 mm
14.	Hinges Sheet Thickness	1.6 mm
15.	Width of Stiffener	115 mm
16.	Stiffener Sheet Thickness	0.6 mm
17.	Handle Size	12 cm
18.	Lock	Six Lever Lock
19.	Material of Lock	Finish having brass levers and MAZAK/ZAMAK bolt having Zinc plated finish along with MAZAK/ZAMAK handle.
20.	Duplicate Keys (for each)	Yes
21.	Keys material (for each)	Keys made of MAZAK/ZAMAK having nickel plated finish
22.	Steel Almirah locking Mechanism	A three way bolting device controlled by a lock
23.	Door handle material for locker	Zinc based alloy
24.	Powder coating	Conforming to IS: 13871
25.	Pedestal	Yes
26.	Pedestal fitted with	3mm Teflon Bush
27.	Pedestal Height	125mm
28.	Door Type	Hinged
29.	Number of Door	2
30.	Number of Hinges (for each door)	3
31.	Door Stiffener up to full door height provided	Yes
32.	Number of Shelves	4
33.	Uniformly distributed load (UDL) for Shelves	60 kgs
34.	Steel Sheet material	CRCA Sheets conforming to grade CRI of IS 513(part -1) 2016 (with latest amendment)
35.	Screws	Confirming to IS 1365
36.	Stiffener material	MS Sheet

<b>तकनीकी बोली/TECHNICAL BID</b>			
1.	Name of the Company/Organisation		
	Complete Postal Address:		
	Full address of the premises		
	Telex number		
	Telephone number		
	Fax number		
	Name of the proprietor /Partners		
2.	E-mail ID:		
	Name of Contact Person/ representative of firm		
	Designation:	Mobile number:	
<b>Particulars</b>		<b>Remarks of Bidder</b>	<b>Documentary proof Attached at page no.</b>
3.	Nature of Business		
4.	Years of operations in India		
5.	Years of Establishment		
6.	Location of offices in India		
7.	Type of firm: Proprietary/ Private/ Private Ltd/ MNC/ Cooperative /Govt. undertaking		
8.	Firm Registration No.		
9.	Year of starting of manufacturing		
10.	PAN Number/ GST Number		
11.	The minimum average annual financial turnover of the bidder should be <b>09 Lakhs</b> during the last three financial years viz.2021-22, 2022-23 and 2023-24, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period enclosed with the technical bid with self-attestation		
	Annual Turnover (2021-2022)		
	Annual Turnover (2022-2023)		
	Annual Turnover (2023-2024)		
12.	The Bidder should have regularly supplied same or similar Category of Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 financial years before the bid opening date. <b><i>Copies of purchase orders, completion certificates to be attached along with bid in support of having supplied some quantity during each of the year</i></b>		
13.	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.)		
14	Whether Submitted Price Reasonability Undertaking as per Annexure IX (Mention YES /No and Page No.)		

15	Details of EMD for Rs. _____, DD. No. _____ & Date: _____ (OR) NSIC/MSME/SSI Registration No.: ( <b>copy to be enclosed</b> )	
16	Integrity Pact as per Annexure – X & X “A”	
17	Preference of Make in India: If yes, self-declaration for preference to Make in India is to be attached as per Annexure – XI	
<p>Testimonials from three satisfied customers may be attached</p> <p><input type="checkbox"/> Compliance Statement to specifications of the equipment to be provided by the tenderer as in <b>ANNEXURE-IV</b>.</p> <p><input type="checkbox"/> Quoted model shall be in accordance to the geographical location.</p> <p style="text-align: right;">Signature _____</p> <p style="text-align: right;">Name _____</p> <p style="text-align: right;">Designation _____</p> <p>Date: _____ Place: _____</p> <p>Seal of Company : _____</p>		

**वाणिज्यिक बोली/ Commercial Bid**

(To be enclosed in separate sealed cover)

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

Sl. No.	Name of the Item	No. of Units/ Sets	Basic Price / unit (Rs.)	Taxes / Unit (Rs.)	Any other specific charge (Rs.)	Total Price (Rs.) [(4+5+6)x3]
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Steel Almirah	100 No's				
Total Price in words:						

\*. The quote should include a warranty of **THREE** years from the date of Supply and installation of the furniture.

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

पीएन सं./PAN No:

जीएसटी पंजीकरण सं./GST Registration No. :

हस्ताक्षर/Signature:

नाम/Name:

कंपनी का नाम व पता/Company Name & Address:

दिनांक/Date:

स्थान/Place:

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

**Technical Specification Compliance Statement for Steel Almirah:**

Sl. No	Specification Name	Tender Requirement	Compliance (Yes/No)	Deviation (If Any)
1.	Construction Type	Welded		
2.	Almirah Height	1980 mm		
3.	Almirah Width	920 mm		
4.	Almirah Depth	480 mm		
5.	Door Sheet Thickness	1.2 mm		
6.	Side Sheet Thickness	1 mm		
7.	Back Sheet Thickness	0.9 mm		
8.	Top Sheet Thickness	1 mm		
9.	Bottom Sheet Thickness	1 mm		
10.	Shelves Sheet Thickness	1 mm		
11.	Shelves supporting bracket Thickness	1.6 mm		
12.	Door metal stiffener Thickness	0.8 mm		
13.	Pedestal Sheet Thickness	0.9 mm		
14.	Hinges Sheet Thickness	1.6 mm		
15.	Width of Stiffener	115 mm		
16.	Stiffener Sheet Thickness	0.6 mm		
17.	Handle Size	12 cm		
18.	Lock	Six Lever Lock		
19.	Material of Lock	Finish having brass levers and MAZAK/ZAMAK bolt having Zinc plated finish along with MAZAK/ZAMAK handle.		
20.	Duplicate Keys (for each)	Yes		
21.	Keys material (for each)	Keys made of MAZAK/ZAMAK having nickel plated finish		
22.	Steel Almirah locking Mechanism	A three way bolting device controlled by a lock		
23.	Door handle material for locker	Zinc based alloy		
24.	Powder coating	Conforming to IS: 13871		
25.	Pedestal	Yes		
26.	Pedestal fitted with	3mm Teflon Bush		
27.	Pedestal Height	125mm		
28.	Door Type	Hinged		



29.	Number of Door	2		
30.	Number of Hinges (for each door)	3		
31.	Door Stiffener up to full door height provided	Yes		
32.	Number of Shelves	4		
33.	Uniformly distributed load (UDL) for Shelves	60 kgs		
34.	Steel Sheet material	CRCA Sheets confirming to grade CRI of IS 513(part -1) 2016 (with latest amendment)		
35.	Screws	Confirming to IS 1365		
36.	Stiffener material	MS Sheet		

Authorized Signatory

**SELF – DECLARATION - NON BLACKLISTING**

To

The Registrar  
Central University of Tamil Nadu

In response to this Tender No.2024-25/ , I/We hereby declare that presently our Company/firm M/s \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and/or fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU/Autonomous Body.

We further declare that presently our Company/firm M/s \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of Bid submission and no Criminal case is pending against the firm/employees.

If this declaration is found to be incorrect at any stage then without prejudice to any other action that may be taken, my/our EMD deposit may be forfeited in full and the award of work contract if any to the extent may be cancelled.

Thanking you,

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signatory

**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

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

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

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

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

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

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

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

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

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

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

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

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the

\_\_\_\_\_ day of \_\_\_\_\_ (Month & Year) being herewith duly authorized.

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

प्राधिकरण के हस्ताक्षर | Signature of Authority

बैंक | Bank अधिकारी का नाम | 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:

<b>साक्षी / Witness 1</b>	<b>साक्षी / Witness 2</b>
हस्ताक्षर/Signature .....	हस्ताक्षर/Signature .....
नाम/Name .....	नाम/Name .....
पता/Address .....	पता/Address .....

**घोषणापत्र /Declaration**

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

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

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

**PRICE REASONABILITY CERTIFICATE**

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

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

**सत्यनिष्ठा संधि /INTEGRITY PACT**

**To,**

The Registrar,  
Central University of Tamil Nadu,  
Thiruvvarur.

**Sub:** Submission of Tender for **Supply of Steel Almirah – 100 No's** at Central University of Tamil Nadu, Thiruvvarur

**Sir/ Madam,**

I/We acknowledge that Central University of Tamil Nadu, Thiruvvarur 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, Thiruvvarur. 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, Thiruvvarur 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 ..... 2024

**BETWEEN**

The Registrar, Central University of Tamil Nadu, Thiruvavur, (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: **2024-25/\_\_\_\_\_**) (hereinafter referred to **Supply of Steel Almirah – 100 No’s** at Central University of Tamil Nadu, Thiruvavur.

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 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.

## **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 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).

### **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**

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 IArticle 7- अन्य प्रावधान IOther 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 IArticle 8 - कानूनी और पूर्व अधिकार ILegal 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 IWITNESSES:

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

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

स्थान/Place:

दिनांक/Date :

**मेकइन्डियाकोप्राथमिकताकेतहतस्व-घोषणाकाप्रारूप**  
**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. 2024-25/\_\_\_**. Details of location at which local value addition will be made as follows:

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(पूरापताबताएँ / Complete address to be mentioned)

**स्थानीयसामग्रीकाप्रतिशत | 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.

**आपूर्तिकर्ताकामुहरऔरहस्ताक्षर**  
**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*