

NOTICE INVITING TENDER FOR SUPPLY, INSTALLATION OF STORAGE SERVER FOR THE DEPARTMENT OF GEOLOGY (E-PROCUREMENT MODE ONLY)



**Central University of Tamil Nadu
Thiruvavur – 610 005
Tamil Nadu, India**

Online tenders are hereby invited in two Bid system from eligible interested bidders for Supply, Installation of Storage Server for the Department of Geology, CUTN.

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app> and bid is to be submitted online only through the same portal up to the last date and time of submission of tender.

Details of Tender:

1	Tender Notification No	CUTN/PUR/2026-27/09
2	Name of the component	Storage Server
3	EMD Amount	Rs.17,970/-
4	Date and time of Online Publication / Download of Tenders	21.09.2026 @ 3.30PM
5	Bid submission start date & time	21.09.2026 @ 3.45PM
6	Bid submission close date & time	12.10.2026 @ 3.00PM
7	Opening of Technical bids	13.10.2026 @ 3.00PM

1. **ELIGIBILITY CRITERIA:**

- a. Experience and Past Performance: The bidder/OEM should have supplied similar items during past last three financial years i.e. during 2023-24, 2024-25 and 2025-26 in India to Central / State Govt/ PSU/ CPSEs/ Educational/ R&D Institutions. Vendor should provide satisfactory installation certificates with product details as proof with customer contacts email and phone number as per the Annexure- IV.
- b. The Bidder should give self-declaration certificate for acceptance of all terms & conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the Annexure-III.
- c. The firm should not be in active debarred list by any Central / State Government / Public Undertaking / Institute and no criminal case registered / pending against the firm or its owner / partners anywhere in India. A duly completed certificate to this effect is to be submitted as per Annexure-VII.
- d. The Annual Turnover should be at least Rs. 10 Lakhs and be profitable during each of the previous last three financial years i.e. during 2023-24, 2024-25, 2025-26 Audited financial Statements or Financial Statements showing turnover duly signed by a Chartered Accountant are to be submitted as per the Annexure-V
- e. The Bidder should be an OEM or OEM authorized Dealers / Channel partners / Distributors of reputed brand having authorization for sales and after sales support. Valid OEM authorization letter is required to participate in this tender.

2. **EARNEST MONEY DEPOSIT:**

- i) Earnest Money Deposit (EMD), an amount of Rs.17,970/- is to be submitted by **Demand draft drawn in favour of Central University of Tamil Nadu payable at Thiruvavur. The bids submitted without EMD will be treated as non-responsive and will be rejected.** EMD shall bear no interest.
- ii) EMD will be returned to the unsuccessful Bidder(s) as per the purchase norms
- iii) The EMD shall be forfeited if any Bidder withdraws the offer before finalization of the tender
- iv) EMD Exemption:
 - I. **Micro and Small Enterprises (MSEs):** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for goods produced and services rendered, are exempted from Bid Security. However, they must enclose valid self-attested registration certificate(s) and the tender to this effect. Accordingly, MSEs shall be required to submit valid Udyam Registration Certificate for availing benefit under MSE Procurement Policy. **The benefit as above to MSEs shall be available only for Goods produced and services rendered by MSEs. However, traders are excluded from the purview of MSE Procurement Policy.**

II. Startup (s):

Startup(s) as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, are exempted from Bid Security. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect. Eligible MSE and startup bidders who seeks exemption from Bid Security, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

3. TECHNICAL CRITERIA:

Bidders should comply the specification of the tendered item in all respect. The detailed format is attached at Annexure-II. The Bidder is to complete the same in all respect and submit accordingly.

4. FINANCIAL BID DETAILS:

Financial bid i.e., BOQ given with tender (in Excel format) to be downloaded first and uploaded after filling all relevant information strictly as per the format failing which the offer is liable for rejection. Kindly quote your offer on for CUTN, Thiruvavur (inclusive of all taxes and charges). Vendor should quote prices in BOQ only, offers indicating rates anywhere else shall be liable for rejection.

5. AVAILABILITY OF TENDER The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and be submitted only through the same website.

6. 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.

7. AMENDMENT OF TENDER DOCUMENT

Central University of Tamil Nadu may issue amendment/corrigendum to tender documents before due date of submission of bid. Any amendment/corrigendum to the tender document if any, issued by Central University of Tamil Nadu will be posted on CPP Portal. For the bidders, submitting bids on downloaded tender document, it is 'bidders' responsibility to check for any amendment/corrigendum on the website of Central University of Tamil Nadu or check for the same CPP Portal before submitting their duly completed 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. **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.
10. **BID VALIDITY PERIOD**

The bid will remain valid for 180 days from the date of opening as prescribed by CUTN. A bid valid for a shorter period shall be rejected, being non-responsive.
11. **INSTRUCTION TO BIDDER**
 - i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal. The registration is completely free of charge.
 - ii. Possession of a valid Class II/III DSC in the form of smart card / e-token is a prerequisite for registration and participating in the bid submission activities. DSCs can be obtained from the authorised certifying agencies recognized by CCA India (e.g. Sify/TCS/nCode/eMudhraetc).
 - iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - iv. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
 - v. The Bidders are required to log in to the site through the secured log-in by entering their respective user ID / password and the password of the DSC.
 - vi. The CPP portal also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for reference.
12. **TENDER CLARIFICATION**
 - I) In case the bidders require any clarification regarding the tender documents, they are requested to contact our office via Email ID: purchase@cutn.ac.in on or before due date.

- II) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

13. **ONLINE BID SUBMISSION PROCEDURE**

a) Technical Bid: The file should be saved in a PDF version numbered sequentially and should comprise of the following items:

Duly Completed Scanned PDF copy of, PAN, GST, Firm Registration certificate and Annexure-I to XII with relevant supporting documents **Only the relevant documents as per the tender clauses are to be uploaded along with duly completed checklist as per the annexure-XI.** Uploading of other than the required documents may liable for rejection of the bid.

- b) **Financial Bid:** A standard BOQ format has been provided in excel format. Bidders are required to download the BOQ excel file and fill their financial offer on the same BOQ format. After filling the same, submit it online in excel format, without changing the financial template format.

Note: If the bid is incomplete and / or non-responsive it will be rejected during technical evaluation. The bidder may not be approached for clarifications during the technical evaluation. So, the bidders are requested to ensure that they provide all necessary details in the submitted bids.

15. **BID OPENING**

- i. Technical Bids will be opened on 13.10.2026
- ii. Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be announced later.
- iii. Bids should be summarily rejected, if tender is submitted other than through online or original tender fee/Bid security declaration are not submitted within stipulated date / time.

16. **BID EVALUATION**

Based on results of the technical evaluation Central University of Tamil Nadu evaluates the Commercial Bid of those Bidders who gets qualify in the technical evaluation. The Commercial Bid with the lowest price will be the highest evaluated bid.

17. **Purchase Preference**

I) Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference.

Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

II) Preference to Make in India

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate regarding the percentage of the local content failing which no purchase preference shall be granted.

a) In procurement goods or works which are covered under by para 3(b) of the extant Public Procurement (Preference to Make in India) Order 2017 dated 04 June 2020 and which are divisible in nature, the “Class-I Local Supplier” shall get purchase preference over “Class-II Local Supplier” as well as “Non-Local Supplier” as per following procedure

- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Class-I Local Supplier”, the contract for full quantity will be awarded to L1.
- ii) If L1 bid is not a “Class-I Local Supplier”, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the “Class-I Local Supplier” will be invited to match L1 price for the remaining 50% quantity subject to the Class-I Local Supplier’s quoted price falling within the margin of L1 + 20%, and contract for that quantity shall be awarded to such “Class-I Local Supplier” subject to matching the L1 price. In case such lowest eligible “Class-I Local Supplier” fails to match L1 price or accepts less than the offered quantity, the next higher “Class-I Local Supplier” within the margin of L1 + 20% shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such quantity may be ordered on the L1 bidder.

In procurement goods or works which are covered under by para 3(b) of the extant Public Procurement (Preference to Make in India) Order 2017 dated 04 June 2020 and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the “Class-I Local Supplier” shall get purchase preference over “Class-II Local Supplier” as well as “Non-Local Supplier” as per following procedure:

- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Class-I Local Supplier”, the contract will be awarded to L1.
- ii) If L1 is not a “Class-I Local Supplier”, the lowest bidder among the Class-I Local Supplier, will be invited to match the L1 price subject to Class-I Local Supplier’s quoted price falling within the margin of L1 + 20%, the contract shall be awarded to such Class-I Supplier subject to matching the L1 price.

- iii) In case such lowest eligible Class-I Local Supplier fails to match the L1 price, the “Class-I Local Supplier” with the next higher bid within the margin of L1 + 20% shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I Local Supplier within the margin of L1 + 20%, the contract may be awarded to the L1 bidder.
- iv) Class-II Local Supplier will not get purchase preference.
- v) In case such lowest eligible Class-I Local Supplier fails to match the L1 price, the “Class-I Local Supplier” with the next higher bid within the margin of L1 + 20% shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of Class-I Local Supplier within the margin of L1 + 20%, the contract may be awarded to the L1 bidder. Class-II Local Supplier will not get purchase preference.

18. BID PRICES

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

19. PAYMENT TERMS

- a. No advance payment will be made in any case. Bills in Duplicate should be sent and the payment shall be released generally within 30 days, only after it is ensured that the items / quality of the items supplied are to the entire satisfaction of this University and completed the entire work within the stipulated delivery schedule. If any item is found defective, or not of the desired quality etc., the same should be replaced by the firm(s) immediately for which no extra payment shall be made.
- b. 95% payment will be released after satisfactory delivery, installation of the equipment and remaining 5% will be released on submission of a Bank Guarantee as performance security to cover the warranty period and Sixty days after the date of completion of warranty period (38 months).
- c. If any time before the delivery of the equipment, it is found that the same equipment have been offered to another party in India at a lower rate, payment shall be restricted to the extent of such lower rate and the Supplier shall be liable to pay the Purchaser the difference in two rates i.e. excess charged over such lower rate, if payment had been made by the purchaser. The University will look into a reasonable past period to ensure this.
- d. The bidder should submit Mandate Form for e-payment through EAT module as per the format given in the bid document at **Annexure – X**

20. WARRANTY OF QUALITY AND QUANTITY

- i. The awardee shall give Minimum 03 (Material, Labour, Onsite) Years Warranty from the date of installation
- ii. The awardee shall give warranty that all items are as per specification(s), conforming to the specified design and there are no defects in the process of manufacturing, packaging, transportation and delivery.

- iii. Upon receipt of notice from this University for defective material, the firm shall within 15 days of receipt of the notice, replace the defective material, free of cost at the destination. The firm shall take over the defective material at the time of their replacement. No claim whatsoever shall lie on CUTN for the replaced goods thereafter. If the firm fails to replace the defective goods within a reasonable period, CUTN may proceed to take such remedial actions as may be necessary, at the company's risk and expense.

21. LIQUIDATED DAMAGES

In case of delay in Supply by the stipulated date, Central University of Tamil Nadu reserves the right of imposing penalty @0.5% per week or part thereof on the value of the undelivered items subject to maximum 10% of the cost of undelivered items.

22. DELIVERY SCHEDULE

Successful bidder should execute the order successfully materials shall be supplied within 04 Weeks at Central University of Tamil Nadu from the date of issue of the purchase order. Scope of Supply includes delivery, installation, commissioning etc., In case of any damage/Broken/Expired items found, the item(s) should be replaced within 15 days at CUTN. The bidder has to make own arrangement for unloading and positioning of items at the desired location of Central University of Tamil Nadu, Thiruvavarur.

The bidders is reasonable for the delivery, installation at desired locations floor wise.

23. PERFORMANCE SECURITY DETAILS

- a. The successful tenderer will have to deposit the performance security valid for 38 Months for all the items in the form of DD / Bank Guarantee @ 5% of the total order value at the earliest from the date of issue of the award letter. No interest will be paid by Central University of Tamil Nadu on the deposit.
- b. Performance Security will be refunded to the supplier, after it duly performs and completes the contract/warranty period in all respects.
- c. Performance Security will be forfeited if the firm fails to perform/abide by any of the terms or conditions of the contract.
- d. In case, the firm fails to execute the order successfully, within specified delivery period, the same goods/items will be procured from open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.

The performance security shall be in any one of the following form:

A bank guarantee issued by **any Nationalized / Scheduled / Private Banks approved by RBI/ GOI having their branches in India. (or)**

A Demand Draft favoring, **Central University of Tamil Nadu** payable at **Thiruvavarur**.

24. 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.

25. 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.

26. 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.

27. AWARD OF PURCHASE ORDER

- i. Prior to the expiration of the period of bid validity, the Purchaser will issue the Letter of Intent / Purchase Order to the successful Bidder in writing.
- ii. The Purchase Order will constitute the foundation of the Contract.
- iii. Upon the successful Bidder's furnishing of the copy of the Purchase Order duly signed on each page and the Performance Security,

28. 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

29. CONTRACT DOCUMENTS

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.

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

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

30. 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.

31. SUPPLIER'S RESPONSIBILITIES

The Supplier's obligations involve:

- a. Supply of Equipment/items given in Tender Document.
- b. Making operational the Equipment (installation, commissioning & validation of Equipment).
- c. Development of test methods & applications.
- d. Training, at the cost of Supplier, of personnel in operation, day-to-day maintenance and trouble shooting of the Equipment
- e. Supply of Material (instruction/operation/service/maintenance manuals including drawings & circuit diagrams and application notes), Calibration Certificates (where applicable, traceable to national/international standards) and any other documents specified in the Contract.
- f. Maintenance of the equipment during the warranty period
- g. The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items, services and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for installation & commissioning, integration & validation of Equipment as if such work and/or items and Materials were expressly mentioned in the Contract.
- h. 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.

32. Time for Supply, Installation, Commissioning and Validation of the Equipment

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

33. TAXES AND DUTIES:

The Supplier should ensure payment of all taxes, duties, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract.

34. PRODUCT UPGRADES:

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

.35 DEFECT LIABILITY

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

36. 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.

37. 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.

38. INSURANCE:

Where necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover “all risks” including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the procuring entity for receiving the goods at the destination.

39. RISK PURCHASE CLAUSE:

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

40. INTEGRITY PACT:

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.**

The integrity pact would be effective from the date of invitation of bids till complete execution of the contract.

The model format of integrity pact (IP) is at Annexure – XII.

41. PROGRESS OF SUPPLY:

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

- i. Quantity offered for inspection and date.
- ii. Quantity accepted / rejected by inspecting agency and date;
- iii. Quantity dispatched / delivered to consignees and date.
Quantity where incidental services have been satisfactorily completed with date.
- iv. Quantity where rectification/ Purchaser with date.
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 may also be specified).

42. INSPECTION AND TESTS: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order (if required). Manufacturer's test certificate with date sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance. In another case the inspections shall be 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 week will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the right to get the equipment replaced by the supplier at no extra cost to the purchaser.

Successful conduct and conclusion of the acceptance test for the installed goods and equipment's shall also be the responsibility and at the cost of the supplier.

43. INCIDENTAL SERVICES: The incidental services also include:

- Furnishing of 01 set of detailed operations & maintenance manual.

- Arranging the shifting / moving of the item to their location of final installation within CUTN premises at the cost of supplier through their Indian representatives.

44. INSTALLATION:

The equipment or machinery has to be Installed or commissioned by the successful bidder within 30 days from the date of receipt of the item at CUTN (if required). In case of any mis-happening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the Installation site, the supplier has to replace it with new equipment/ supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. CUTN will not be liable to any type of losses in any form.

45. SPARE PARTS:-

The supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- spare parts as the purchase may elect to purchase from the supplier, providing that this election shall not relieve the supplier of any warranty obligations under the contract; and
- In the event of termination of production of the spare parts:
- Notification to the purchase of the pending termination, in sufficient time to permit the purchase to procure needed requirements; and
- Following such termination, furnishing at no cost to the purchase, the blueprints, drawings and specifications of the spare parts, if requested.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

46. DEFECTIVE EQUIPMENT:

If any of the equipment supplied by the Tender is found to be substandard, refurbished, unmerchantable or not in accordance with the description/ specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18 % interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the suppliers. Defective part in equipment, if found before Installation and / or during warranty period. Shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges.

47. 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:

- If the supplier fails to deliver any or all of the Goods within the periods specified in the order, or within any extension thereof granted by the Purchase; or
- If the supplier fails to perform any other obligations under the contract.

If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this clause:

- a) "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"**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.

48. COMPLIANCE CERTIFICATE: Certificate must be provided indicating conformity to the technical specifications.

49. TERMINATION FOR INSOLVENCY

- i. The Central University of Tamil Nadu may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.
- ii. Central University of Tamil Nadu and/or the firm are entitled to withdraw/cancel the rate contract by serving one-month notice on each other. However, once a purchase order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity of the rate contract, that purchase order becomes a valid and binding contract.
- iii. The courts of Thiruvavarur alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside and other than Thiruvavarur Court shall have jurisdiction in the matter.

50. FORCE MAJEURE

- i. Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.
- ii. Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e., beyond the control of either part.

51. ARBITRATION

All disputes of any kind arising out in connection with the executing the order shall be referred by either party (CENTRAL UNIVERSITY OF TAMIL NADU or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be CENTRAL UNIVERSITY OF TAMIL NADU, India. The jurisdiction of the courts shall be Thiruvavarur, Tamil Nadu, India.

52. OTHER TERMS AND CONDITIONS

- i) To take care of any change in the requirement during the currency of the contract, a plus/minus option clause for 25 per cent is incorporated in the tender document, reserving purchaser's right to increase or decrease the quantity of the required goods up to that limit without any change in the terms and conditions and prices quoted by the tenderers.
- ii) Conditional tenders will not be considered in any case
- iii) In case of doubt in material, the expenditure on testing of equipment will be borne by the tenderer.
- iv) Institute reserve the right to increase/decrease the order quantity at any period of times during the validity of the contract.
- v) Service Centre should be in around Tamil Nadu.
- vi) Dedicated Toll Free Number for service support shall be provided.
- vii) Escalation Matrix of Telephone Numbers for service support shall be provided.
- viii) OEM Authorization Certificate for offered products shall be provided.

Storage Server -1 No
Technical Specifications

S.No	Parameter	Specifications	Qty
1	Chassis	Tower Chassis	1
2	Processor	Intel Xenon 6 Processor (2.7 GHz, 8C/16T, 24M Cache) or higher	1
3	RAM	1X 32 GB RAM/5600 MT/s UDIMM or equivalent	1
4	Maximum RAM upgradability feature	Upto 128 GB Support	1
5	Chipset	Intel chipset or equivalent	1
6	Hard disk drive	1x 20 TB SATA/7200 RPM or better	1
7	RAID	PERC H755 Adapter or equivalent	1
8	Ports	Minimum 3 nos USB Ports Dual Ethernet (RJ 45) Gigabit port 1 No VGA/ Display port	1
9	Power supply	Redundant hot plug power supply 600 w or equivalent	1
10	Fan	Cooling fan	1
11	Management	iDRAC9 basis 16 GB or equivalent	1
12	Operating system support	Yes Certifications compliance support by windows and Linux OS	1
13	Operating system to be supplied	Linux preloaded	1
14	Warranty	Warranty includes 3 year parts, 3 year labor, 3 year onsite support with next business day response	1
15	Other features	Specify if any	-

TECHNICAL COMPLAINT STATEMENT

S.No	Parameter	Specifications	Qty	Agree (Yes/No)
1	Chassis	Tower Chassis	1	
2	Processor	Intel Xenon 6 Processor (2.7 GHz, 8C/16T, 24M Cache) or higher	1	
3	RAM	1X 32 GB RAM/5600 MT/s UDIMM or equivalent	1	
4	Maximum RAM upgradability feature	Upto 128 GB Support	1	
5	Chipset	Intel chipset or equivalent	1	
6	Hard disk drive	1x 20 TB SATA/7200 RPM or better	1	
7	RAID	PERC H755 Adapter or equivalent	1	
8	Ports	Minimum 3 nos USB Ports Dual Ethernet (RJ 45) Gigabit port 1 No VGA/ Display port	1	
9	Power supply	Redundant hot plug power supply 600 w or equivalent	1	
10	Fan	Cooling fan	1	
11	Management	iDRAC9 basis 16 GB or equivalent	1	
12	Operating system support	Yes Certifications compliance support by windows and Linux OS	1	
13	Operating system to be supplied	Linux preloaded	1	
14	Warranty	Warranty includes 3 year parts, 3 year labor, 3 year onsite support with next business day response	1	
15	Other features	Specify if any	-	

UNDERTAKING

To
The Registrar,
Central University of Tamil Nadu,
Thiruvavur -61005
Tamil Nadu.

Tender No. CUTN/PUR/2026-27/ - **For supply, installation of storage server for the Department of Geology, CUTN.**

Sir, I /we hereby submit our bid for supply, installation of storage server for the Department of Geology, CUTN.

I / We hereby reconfirm and declare that I / We have carefully read, understood & comply with the above referred tender document including instructions, terms & conditions, scope of work, schedule of quantities and all the contents stated therein. I / We also confirm that the rates quoted by me / us are inclusive of all taxes, duties etc., applicable as on date.

1. I /we have gone through all terms and conditions of the tender document before submitting the same.

Date :

Authorized Signatory Sign & Seal

Place :

Name:

Designation:

Contact No.:

ANNEXURE – IV

a) Experience:

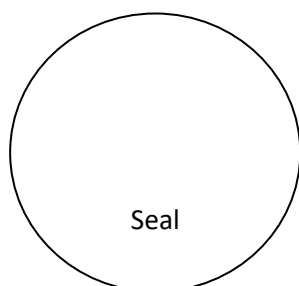
Year	Name of the Item with Specification (Technical specification brochure to be attached)	Purchase Order No. & Date (Copy of the Orders to be attached)	Date of successfully completion of SITC of ordered Item (copy of report from client to be attached)	Contact Details of Client

b) Past Performance:

Year	Purchase Order No. & Date (Copy of the Orders to be attached)	Quantity	Date of successfully completion of SITC of ordered Item (copy of report from client to be attached)	Whether supplied item(s) is in successful operation for at least one year (Certificate from client to be attached)	Contact Details of Client [email and phone no]

Date :
Signatory

Place :



Authorized

Name:

Designation:

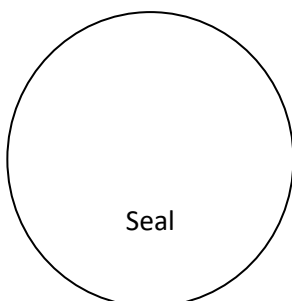
Contact No.:

Annexure-V

Annual Turnover and Profit Details

Evaluation Criteria				Remark	Specific page no. where the proof of documents are enclosed
Bidder's Annual Turnover and Profit for last three financial years	Financial Year	Turnover in Rs.	Annual Profit in Rs.	-	
	2025-26			Supporting Documents are to be attached along with the Annexure-V [i.e. Audited financial Statements or Financial Statements showing turnover duly signed by a Chartered Accountant are to be submitted]	
	2024-25				
	2023-24				

Date:



Place:

Authorized Signatory:

Name:

Designation:

Contact No.:

COMPANY DETAILS

Name of the bidder		
Date of Incorporation / Registration details		
PAN Number		
GST Registration Number		
Bidder's Bidding Capacity for the tendered items (As a Manufacturer/ Trader/ dealer / channel partner / system integrator, etc.)		
Bank Details	Account Number	
	IFS Code	
	Bank Name	
	Branch Name	
Registered Office Address		
Order to be placed with the complete address.		
Authorized Signatory Details (Company/Firm Authorization by the competent authority, to be attached)	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

Date:

Place:

Signature and Seal of the Tenderer:

Name in Block Letter:

Designation:

Contact no.

CERTIFICATE
(To be provided on letter head of the firm)

I hereby certify that the above firm is not in the active debarred list by Ministry of Education nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm may be blacklisted.

Date:

Place:

Authorized Signatory

Name:

Designation:

Contact No :

Format for Self-Declaration under preference to make in India order

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/Non local suppliers (Please specify clearly)** supplier meeting the requirement of local content more than 20% as defined in above orders for the material against GeM Bid No. _____ dated: _____.

Details of location at which local value addition will be made as follows: (Complete address to be mentioned)

Percentage of Local Content: _____

(As per the OM of Department of Promotion for Industry and Internal Trade No. P-45021/102/2019-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)

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.

Seal and signature of Supplier

Date :

Place :

PRICE REASONABILITY CUM FALL CLAUSE CERTIFICATE

(ON THE LETTER HEAD OF THE COMPANY)

It is certified that the rate quoted against the CUTN (Central University of Tamil Nadu) tender numberdated _____for the supply and installation of, is not more than the rates charged to any other Institutions, for similar supplies made by our firm, during past 1 year. If at any stage, it has been found that the quoted rate to CUTN is higher than the rates charged to other Institutions, then in such a situation / condition, CUTN shall have the right to take legal action against us, for recovery of excess rates.

Yours faithfully,

Authorized signatory of Bidder with Seal

Name.....

Designation.....

ANNEXURE-X

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	

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

DATE:

SIGNATURE WITH SEAL

(Annexure – XI)

CHECK LIST FOR BIDDERS TO BE SUBMITTED IN DULY FILLED AND SIGNED

Sl. No.	Name of the Document	Submitted (Yes/No)	Page No. of the attached Document
1.	Tender acceptance letter - Annexure-III		
2.	Non-Blacklisting undertaking - Annexure-VII		
3.	Experience Criteria: The bidder must have supplied similar product during past last three financial years i.e. during 2023-24, 2024-25 & 2025-26 in India to Central / State Govt/ PSU/ CPSEs/ Educational/ R&D Institutions. Vendor should provide satisfactory installation certificates with product details as proof with customer contacts email and phone number as per the Annexure-IV		
4.	The Annual Turnover should be at least Rs. 10 Lakhs and be profitable during each of the previous last three financial years i.e. 2023-24, 2024-25, 2025-26. Audited financial Statements or Financial Statements showing turnover duly signed by a Chartered Accountant are to be submitted [as per Annexure-V].		
5.	The bidder should be a <u>Class-I/Class-II</u> in line with the Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-PP (BE-II) dated 04 Jun 2020. A Self-Declaration Certificate regarding “ <u>Class-I/Class-II</u> ” for the item to be submitted. [as per Annexure-VIII]		
6.	The bidder should be OEM or OEM authorized Dealers / Channel partners / Distributors of reputed brand having authorization for sales and after sales support. Valid OEM authorization letter is required to participate in this tender.		
7.	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder registered with the competent authority. The concerned bidder(s) are required to attach the relevant valid Registration Certificate along with the bid for consideration. (if applicable)		
8.	Purchase Preference: (if applicable) Micro and Small Enterprises (MSEs):		

9.	Warranty: Minimum 3 Year warranty after Installation		
10.	Company details [Annexure-VI]		
11.	Technical Compliance Statement: Annexure-II		
12.	EMD Details: DD No. Date: Valid Registration Certificate (if exempted):		
13.	Price Reasonability Cum Fall Clause Certificate Annexure- IX		
14.	Integrity Pact (As per Annexure- XII)		

Note:

- 1) **Submission of tender without the above-mentioned documents will lead to rejection/disqualification of the tender.**
- 2) **It is mandatory for the bidder to assign page numbers to the tender documents and the same has to be mentioned in the above checklist.**

Signature of the bidder
with stamp

सत्यनिष्ठा संधि /INTEGRITY PACT

To,

The Registrar,
Central University of Tamil Nadu,
Thiruvavur.

Sub: Submission of Tender for Supply, Installation of Storage Server for the
Department of Geology 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 XA which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Central University of Tamil Nadu, 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 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:**CUTN/PUR/2025-26/09**) (hereinafter referred to for Supply, Installation of Storage Server for the Department of Geology 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 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 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 |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 :