

**NOTICE INVITING TENDER FOR SUPPLY AND
INSTALLATION OF LABORATORY EQUIPMENT
FOR DEPARTMENT OF CHEMISTRY**

Tender No.05/2017-18

Date of Issue: 10.06.2017

Date of closing: 03.07.2017



Central University of Tamil Nadu

Neelakudi Campus

Thiruvavur-610 005



तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

नीलक्कुडी परिसर/Neelakudi Campus, तिरुवारूर/Thiruvarur - 610 005

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

TENDER NO.05/2017-18

10.06.2017

NOTICE INVITING TENDER FOR SUPPLY AND INSTALLATION OF LABORATORY EQUIPMENT FOR DEPARTMENT OF CHEMISTRY

Central University of Tamil Nadu, an institution setup by an Act of Parliament, invites sealed Tender under Two-Bid System for **Supply & Installation of Laboratory Equipment for Department of Chemistry** as per the specifications given in **Annexure-III**.

The tender documents may be obtained from the Office of the Registrar, Central University of Tamil Nadu, Thiruvarur or downloaded from www.cutn.ac.in. The supply of tender documents will close on the last working day at **15:00 hours** before the last date for submission of the tenders.

The Technical Bid (**Annexure-I**) and the Commercial Bid (**Annexure-II**) shall be sealed by the bidder in separate covers duly superscribed as **Tender for Laboratory Equipment for Department of Chemistry - Technical Bid** and **Tender for Laboratory Equipment for Department of Chemistry - Commercial Bid** respectively and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed as **Tender for Laboratory Equipment for Department of Chemistry -Tender Notice No.05/2017-18**. The bidding may be made for a specific item or for all the items in **Annexure-III**. **The technical details of the equipment/s along with the filled-in format (Annexure-I) should be kept inside the Technical Bid Envelope and sealed.** The tender must reach **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur- 610 005** by post/courier or by hand on or before **03.07.2017, 16:00 hours**.

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.

Who can bid?

1. The tenderer should be dealing with the supply of similar equipment at least FIVE years as on 01-01-2017.
2. The tenderer should have an annual turnover of at least **Rs. 5 Crore** per year during the last THREE financial years viz. 2013-2014, 2014-2015 and 2015-2016 (each year).
3. The tenderer should have authorized service centers in Chennai/Trichy/Tanjore/Kumbakonam or any other nearby city/town.
4. The tenderer should undertake to provide comprehensive onsite maintenance during the warranty and AMC for a minimum period of Five Years after warranty.
5. The tenderer should be either an original manufacturer or the authorized dealer having been established in the field for minimum period of FIVE years as on 01.01.2017.
6. The firm should have registered with CST/ and VAT (State Government).
7. The University has been granted the benefit of exemption from the payment of the Central Excise Duty and Customs Duty by the Department of Scientific and Industrial Research (DSIR), Govt. of India, vide their Notification No.10/97 dt. 01-03-1997 and 51/96 dt. 23-07-1996 respectively, in respect of
 - a. Scientific and technical instruments, apparatus, equipment including computers.
 - b. Accessories and spare parts of goods specified in (a) above and consumables.
 - c. Computer software, compact disks, CD ROM, Recording magnetic tapes, microfilms, micro-chips etc.,
 - d. Prototypes

Hence, the bidders should take into consideration about this facility of the University while quoting for the advertised scientific equipment.

Critical Dates:

Events	Date	Time	Venue
Tender document download Start Date	10.06.2017 (Saturday)	09:30 Hrs. onwards	-
Tender Document download End Date	30.06.2017 (Friday)	15:00 Hrs.	-
Last date of submission of tenders	03.07.2017 (Monday)	16:00 Hrs.	-
Opening of Technical Bids	04.07.2017 (Tuesday)	17:00Hrs.	Conference Hall, Administrative Block, Room No. F1-02, (First Floor), CUTN

Date: **09.06.2017**

Registrar
Central University of Tamil Nadu

Instructions to Bidders including Terms and Conditions of Contract

1. Scope of Bid

1.1. Central University of Tamil Nadu (CUTN), Thiruvarur, hereinafter called “**Purchaser**”, invites bid for supply, installation and commissioning of laboratory equipment, including critical spares and warranty for three years after validation and subsequent maintenance for five years after the expiry of warranty for its Chemistry laboratory at its campus in Thiruvarur.

2. Cost of Bidding

2.1. 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.

3. Tender Document

3.1. The Tender Document is not transferable.

3.2. 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.

4. Clarifications in Tender Document

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

4.2. Written copies of the Purchaser’s response including the explanation of the query raised by the Bidders will be sent to all the Bidders who have purchased the Tender Document. Further, it will be assumed that the Bidder has taken into account such clarifications/explanations while submitting the bid.

5. Amendment of Tender Document

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

5.2. Amendments will be intimated in writing to all Bidders who have received the Tender Document and shall be binding on them. Further, it will be assumed that the Bidder has taken into account such amendments while submitting the bid.

6. Language of Bid

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

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

7. Documents Comprising the Bid

- 7.1. All bids must be substantially responsive and shall comprise the following:
- a. Earnest Money Deposit (EMD);
 - b. Separate envelopes for technical as well as commercial bid sealed and put together in a sealed cover along with EMD.
 - c. Documents establishing conformity of the Equipment to the Tender Document;
 - d. Bidder's company related information. The bidder should furnish photocopies of the PAN and TIN.
 - e. Copy of Tender Document marked "Original" with each page signed and stamped to acknowledge acceptance of the same;
 - f. Any other information, which the Bidder wishes to provide.
 - g. Users list of same or at least closely similar equipment supplied for similar purpose.
 - h. The bidder should have an authorized service center in Chennai/Trichy/Tanjore/Kumbakonam or any other nearby city/town. Supporting documents mentioning the address of the service centers with telephone and Fax numbers should be attached with the bid.
 - i. The bidder should have consistent annual turnover of at least Rs. 5 Crore for the last THREE financial years (2013-2014, 2014-2015 and 2015-2016) and should produce audited statement of accounts or statement of turnover certified by Chartered Accountant for the above mentioned financial years.
 - j. The bidder should have supplied similar equipment to at least three reputed central government educational/research institutions. Supporting documents such as purchase orders, work completion certificates should be attached with the bid. An undertaking to provide comprehensive onsite maintenance during the warranty and AMC periods for the equipment should be given by the bidder.
 - k. The bidder should be a reputed manufacturer or an authorized suppliers of reputed manufacturers for the equipment quoted in the tender; a certificate to this effect should be attached with the bid.

8. Format and Signing of Bid

8.1. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons authorized. All pages of the bid shall be numbered

and except for unamendable printed literature, shall be initialed by the person or persons signing the bid.

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

9. Sealing and Marking of Bids

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

9.2. The envelope shall

(a) be addressed to **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur – 610 005.**

(b) bear the reference number, the title of the Tender Document (**Tender Notice No. 05/2017-18**), and

(c) bear the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.

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

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

10. Bid Prices

10.1. Prices must be quoted separately for each equipment/item identified.

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

10.3. In case of equipment originating in other countries, prices shall be quoted both on FOB (port of shipment) and CIF (Port of Destination) and CIP (Carriage and Insurance Paid). The comparable prices will be arrived at based on CIP basis.

In the case equipment originating in other countries, the bidder shall provide the following at the time of supply, within 24 hours of despatch:

- a) Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Manufacturer's guarantee and Inspection certificate;
- e) Inspection certificate issued by the Purchaser's Inspector;
- f) Insurance Certificate;
- g) Name of the Vessel/Carrier;
- h) Bill of Lading/Airway Bill;
- i) Port of Loading;
- j) Date of Shipment;
- k) Port of Discharge & expected date of arrival of goods and

- l) Any other document(s) as and if required in terms of the contract.
- 10.4. Price of Annual Maintenance Contract (AMC) for **FIVE** years after the warranty period shall be quoted separately for each equipment in the format provided in Annexure-II. Purchaser reserves the right to negotiate on AMC.
- 10.5. Prices quoted by the Bidder shall be firm during the validity of the bid.

11. Bid Currency

- 11.1. Prices of indigenous equipment/items shall be quoted in Indian Rupees.
- 11.2. Prices of equipment/items originating in other countries shall be quoted in the currency of country of origin and the portion of allied work and services, which are to be undertaken in India, are to be quoted in the Indian Currency. The comparison of financial bids would be done after converting the currency value in INR based on RBI rates applicable on the date of opening of the tender.

12. Conformity of the Tender Document

- 12.1. The Bidder shall furnish, as part of its bid, documents establishing the conformity of the Equipment that the Bidder proposes to supply under the Contract to the requirements of the Purchaser, as given in the Tender Document.
- 12.2. The documentary evidence of conformity of the Equipment to the Tender Document may be in the form of written descriptions supported by literature/diagrams/certifications, including:
- (a) A detailed description of the essential technical, functional and performance characteristics of the Equipment that the Bidder is proposing to supply;
 - (b) Technical details of the major subsystems/components of the Equipment;

13. Earnest Money Deposit (EMD)

- 13.1. The Bidder shall furnish, as part of its bid, an **EMD @ 2.5%** on estimated value and that shall be interest free. The amount of EMD is mentioned at **Annexure-V**.
- 13.2. The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI) are exempted to furnishing the EMD and tender fee. Self-attested photocopy of valid registration certificate issued by competent authority for supply of laboratory equipment must be enclosed with the technical bid.
- 13.3. The EMD shall be in the form of a demand draft drawn in favour of **Central University of Tamil Nadu** and payable at **Thiruvarur**. The EMD may also be in the form of Bank Guarantee (**ANNEXURE-VI**).
- 13.4. Any bid not accompanied with the EMD shall be rejected by the Purchaser as non-responsive.
- 13.5. The successful bidder's bid security will be returned as promptly as possible, but not earlier than fifteen (15) days after the successful Bidder has furnished the required performance security.
- 13.6. The EMD may be forfeited under the following circumstances:

(a) If a Bidder:

(i) Withdraws its bid during the period of bid validity specified on the Bid Form or

(b) In the case of the successful Bidder, if the Bidder fails to:

(i) Sign the Contract or

(ii) Furnish performance security.

14. Period of Validity of Bids: Bids shall remain valid for a period of 180 days after the date of deadline for submission of bids prescribed by the Purchaser.

15. Deadline for Submission of Bids

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

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

16. 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.

17. Modification and Withdrawal of Bids

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

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

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

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

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

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

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

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

18. Opening and Examination of Bids

18.1. The Technical bids will be opened on the prescribed date and time as mentioned in the Bid document. Bidders or their representative may be present during the opening of technical bid, if they wish to be present.

18.2. The purchaser will evaluate the technical bids. Those bids, whose technical bids fulfill the technical requirements and responsive to the tender requirements will be considered. Those bids which found to be either non-responsive, not satisfying the technical requirements or both will not be considered and will be rejected.

18.3. The Price bids of the successful bidders on the basis of evaluation as mentioned in 18.2 will be considered for the next stage for opening.

18.4. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

18.5. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, *the unit or subtotal price shall prevail* and the total price shall be corrected. If there is a discrepancy between words and figures, *the amount in words shall prevail*. If a Bidder does not accept the correction of errors, the bid will be rejected and its EMD may be forfeited.

18.6. The Purchaser may waive any minor nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

18.7. Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:

(a) One that limits in any substantial way the scope, quality, or performance of the Equipment;

OR

(b) One that limits, in any substantial way that is inconsistent with the Tender Document, the Purchaser's rights or the successful Bidder's obligations under the Contract; and

(c) One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

18.8. If a bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

19. 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.

20. Evaluation of Responsive Bids: The Purchaser will evaluate the bids that have been determined to be substantially responsive.

21. Contacting the Purchaser

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

21.2. If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.

22. Award Criteria

22.1 Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Quote Evaluated Bid.

22.2 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.

23. Purchaser's Right to Accept/Reject/Modify Bids

23.1. The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

23.2. The Purchaser reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid.

24. Award of Purchase Order

24.1. 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.

24.2. The Purchase Order will constitute the foundation of the Contract.

24.3. Upon the successful Bidder's furnishing of the copy of the Purchase Order duly signed on each page and the Performance Security, for the equipment ordered in foreign currency, the Purchaser will open a letter of credit (LC) in a convenient Nationalized Bank in India. For opening of LC necessary arrangements shall be provided by the supplier or its authorized agents.

25. Contract Agreement

25.1. Within fifteen (15) days of receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each page and return it to the Purchaser, along with the Performance Security.

25.2. Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

26. Performance Security

26.1. Within fifteen (15) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to 10% of the Contract value (excluding the value of annual maintenance charges). **The Performance Security will be valid all along the warranty period and shall extend upto sixty (60) days after the date of completion of warranty period.**

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

(a) A bank guarantee (in the format as provided in **Annexure-VII** of the bidding documents) issued by the Indian Scheduled bank acceptable to the Purchaser.

(b) A Demand Draft favouring, **Central University of Tamil Nadu** payable at **Thiruvarur**.

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

26.4. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

27. Contract Documents

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

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

(i) Contract Agreement

(ii) All other Forms

(iii) Equipment and their Requirements

(iv) Supplier's Bid

(v) Tender Document

28. Amendment to Contract: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.

29. Supplier's Responsibilities

29.1. The Supplier's obligations involve:

- (a) Supply of Equipment/items given in Tender Document.
- (b) Making operational the Equipment (installation, commissioning & validation of Equipment).
- (c) Development of test methods & applications.
- (d) Training, at the cost of Supplier, of personnel in operation, day-to-day maintenance and troubleshooting of the Equipment.
- (e) Supply of Material (instruction/operation/service/maintenance manuals including drawings & circuit diagrams and application notes), Calibration Certificates (where applicable, traceable to national/international standards) and any other documents specified in the Contract.
- (f) Maintenance of the equipment during and after the warranty period (Five Years of AMC after the warranty of three years).

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

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

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

30.1. The Supplier shall supply the Equipment within the period specified in the tender document i.e. **within TWENTY FOUR (24) weeks of signing the purchase order or within the period mutually agreed between purchaser and supplier.**

30.2. 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.

31. Terms of Payment

31.1. For **indigenous equipment**, 90% payment will be released after satisfactory delivery, installation of the equipment and remaining 10% will be released on submission of a Bank Guarantee for equivalent value (10%) as performance security to cover the warranty period (36 months).

31.2. For **imported equipment**, normally a letter of Credit will be opened for 100% CIP price on receipt of order of acknowledgement. However, 90% of the LC

amount **only** will be paid on proof of the shipment of the consignment with necessary documents to be detailed at the time of placing of the purchase order. Balance of 10% of the LC amount shall be released after receipt of a performance bond of 10% of the total contract/purchase value in the form of bank guarantee covering the warranty period, obtained from a bank which has its office in India.

31.3. For equipment ordered in foreign currency, opening of LC, Payment of Customs Duty and clearance of goods shall be done/assisted by the supplier or its authorized Indian agent. The custom duty as applicable after considering eligible concessions based on DSIR exemption etc will only be paid by the purchaser. The University can provide the copy of the DSIR customs and excise duty exemption certificate upon request.

31.4. Payment for annual maintenance contract after the warranty period shall be released at the end of six month/1 year after the expiry of warranty period, subject to Government of India norms.

31.5. 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.

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

33. 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.

34. Penalties

34.1. If the Supplier fails to complete any of the activities in accordance with the time specified for it, or any extension of the time granted by the Purchaser, the Supplier shall pay to the Purchaser penalties at the rate specified in the Tender document.

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

35. Defect Liability

35.1. The Supplier warrants that the Equipment, including all subassemblies and components provided, shall be free from defects in the design, engineering/manufacturing, workmanship and performance that prevent the 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.

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

35.3. If during the Warranty Period any defect found in the Equipment, the Supplier shall promptly, at its sole cost, repair or otherwise make good such defect as well as any damage to the Equipment caused by such defect. Any defective Equipment, Subassembly or component that has been replaced by the Supplier shall become the property of the Supplier and the new substituted/replaced equipment in good condition shall become the property of the purchaser.

35.4. Validation of the Equipment shall be carried out by the Supplier each time a major repair is carried out in the Equipment during the warranty period.

35.5. Response time for attending to defects shall be 24 - 48 hours after they are reported to the Supplier or its designated service agent. If the Equipment cannot be used for more than TWO working days by reason of such defect and/or making good of such defect, the warranty period for the 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

36.1. 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.

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

37. Effect of Force Majeure

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

the Purchaser in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.

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

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

- (a) Constitute a default or breach of the Contract;
- (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

37.4. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure, the Purchaser shall have the right to terminate the Contract by giving a notice to the Supplier.

38. 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.

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

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

For tenders valuing ₹ 1.00 Crore and above, the integrity pact document to be signed by the bidders in the format enclosed (**Annexure-VIII**). Submission of integrity pact document duly signed, stamped and accepted is mandatory for this tender. Therefore, the bidders are advised to submit the integrity pact document duly signed, stamped and accepted, mentioning the tender no. and date.

41. Settlement of Disputes : Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Thiruvarur.

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

43. 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.

SUMMARY SHEET:

Purchaser	Central University of Tamil Nadu
Purchaser's address	Central University of Tamil Nadu, Neelakudi Campus, Thiruvavur - 610 005.
EMD	EMD @ 2.5% on estimated value and that shall be interest free. The amount of EMD is mentioned at Annexure – V .
Period of Bid Validity	The Bids shall be valid for a period of One Hundred and Eighty (180) days from the date of deadline for the submission of bids.
Deadline for the submission	<u>Time:</u> 16:00 hours; <u>Date:</u> 03.07.2017
Time, Date and Venue for opening of Technical Bids	<u>Time:</u> 17:00 hours; <u>Date:</u> 04.07.2017 <u>Venue:</u> Conference Hall, Administrative Block, Room No. F1-02, (First Floor), CUTN
Performance Security	The Supplier shall provide a performance security equal to 10% of the Contract value (excluding the value of annual maintenance charges).
Deadline for the supply of the equipment	Twenty Four (24) weeks from date of signing of copy of Purchase Order by the Bidder.
Deadline for the Installation and Commissioning of equipment	Four (04) weeks from the deadline for supply of equipment.
Rate for Penalties	The Supplier shall pay the Purchaser Penalties at the rate of 1.0% per week of the Contract value (excluding the value of annual maintenance charges).
Warranty Period	The period of warranty shall be Thirty Six (36) months after validation.

Technical Bid
(To be enclosed in a separate sealed cover)

Company Profile	
Name	
Address of the registered office	
Name & Designation of CEO	
Contact numbers of CEO	
Nature of Business	
Years of operations in India	
Location of offices in India	
Alliances for the purpose of this Bid	
Details of alliance(s)	
Type of alliance(s)	
Experience/Credentials	
Number of similar units installed in India	
Number of similar units installed in Chennai/Trichy/Tanjore/Kumbakonam or any other nearby city/town	
* List of satisfied customers in India	
Service Support in India	
Track record of service provided to clients with supporting documents	
Location of service centers	
Number of trained service engineers	
Number of trained service engineers exclusively dedicated to each equipment offered	
Number of trained service engineers for the equipments offered stationed in Chennai/Trichy/Tanjore/Kumbakonam or any other nearby city/town	
Number of application specialists	
Whether the OEM makes available any service support in India	
Availability of spares in India	
Whether the service set up maintains stock of essential spares in India	
Lead time for supply of essential spares	

- Testimonials from three satisfied customers may be attached
- Compliance Statement to specifications of the equipment to be provided by the tenderer as in Annexure-IV
- All equipment must operate at 230V/50 Hz single phase and/or equivalent three phase electrical power.
- Quoted model shall be in accordance to the geographical location.

Signature _____

Name _____

Designation _____

Date: _____

Place: _____

Seal of Company _____

Other Details:

Name and Address of the bidder

Note: All the following details shall relate to the vendor for the items quoted for

1. Name of the Bidder

- a. Full postal address
- b. Full address of the premises
- c. Telegraphic address
- d. Telex number
- e. Telephone number
- f. Fax number
- g. Type of firm: Propriety/ Private/ Private Ltd/ MNC/ Cooperative /Govt. undertaking
- h. Name of the proprietor /Partners
- i. Year of starting of manufacturing
- j. PAN Number
- k. TIN Number

2. EMD of Rs. _____ DD No. _____ Dated _____

3. Total Annual Turn-over (value in Rupees) (2013-2014, 2014-2015 & 2015-2016) -
(Certified proof from competent authority to be attached)

4. Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.?
If 'yes' the details thereof.
The terms and condition or acceptable to me/us.

Signature and seal of the bidder

Commercial Bid
(To be enclosed in separate sealed cover)

1. The price of the Lab Equipment in the Annexure-III is to be given individually in the format mentioned below:

Sl. No.	Name of the Equipment	No. of Units/ Sets	Cost per Unit/Set	Total Cost (Inclusive of all taxes & delivery /installation charges)
1.	400 MHz FTNMR Spectrometer	1		
2.	Storage Tank	1		
3.	Transportation Cryocans Fitted with Wheels	1		
Grand Total (Inclusive of all taxes)		(In Words)	(In Figures)	

2. The quote should include a warranty of **THREE** years from the date of commissioning/installation of the equipment and AMC for **FIVE** years. The format for AMC is provided below:

Sl. No.	Annual Maintenance Contract (AMC) after the Warranty Period					
	Name of the Equipment	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year

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

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

Signature and seal of the bidder

5. BID PROFORMA

SI. No	Name & Description of Item	Unit Rate	VAT%/CST	Freight Charges upto University	Installation Charges	Customs Clearance Charges	Concessional Customs Duty	Excise Duty	TOTAL Price FOR at Central University of Tamil Nadu, Thiruvarur
1.	400 MHz FTNMR spectrometer								
2.	Storage Tank								
3.	Transportation Cryocans Fitted with Wheels								

Note: This proforma will be the part of commercial Bid Proforma.

Signature and seal of the bidder

TECHNICAL SPECIFICATIONS**Item No.1 - 400 MHz FTNMR spectrometer specification**

Quotation is requested for latest version of 400 MHz FTNMR spectrometer for advanced multi-dimensional solution and solid state experiments.

1. Magnet:

Standard bore (if you have the options of “Standard bore” and “Wide bore” magnets please specify separately) actively shielded superconducting magnet with ^1H operation frequency of 400 MHz with following specifications:

- i. Shortest possible radial and axial stray fields. Specify the distance of stray 5 Gauss field from the centre of magnet.
- ii. Specify the overall Magnet dimensions / ceiling height requirements.
- iii. Low drift rate of the magnetic field and any external disturbance suppression of $\geq 99\%$
- iv. Long hold time of cryogenics. Liquid Helium minimum of 300 days or more. Please specify both LHe and LN2 hold time / refill time / and their hold / refill volumes. (Please quote for the longest hold magnet currently available with compact Dewar design)
- v. All support equipment for cryostat like LHe and LN2 transfer lines, cryogen level indicators (digital preferred), etc.,
- vi. Anti-vibration platform for mounting magnet and specify the lower limit of frequency of vibrations damped.
- vii. Specify number of built-in cryo shims and room temperature shims.
- viii. Pneumatic / Automatic sample load / eject / spin systems for both liquid and solid state probes.

2. Console.

Two independent RF Channels capable of upgradation to three channels in future, specify the frequency range of operation, with best frequency and phase resolution, fast switching time for all parameters without any hidden delays. Please specify the configuration and bandwidth of each channel.

The console should include:

- i. Waveform generators for all channels for pulse shaping.
- ii. Amplitude, phase and composite pulse decoupling generator
- iii. Preamplifiers and filters for noise reduction.
- iv. Amplifier set suitable for solid state probes.
- v. Linear amplifiers for each channel to provide the shortest possible pulse widths. Specify all relevant parameters including power (wattage), frequency range, duty cycle, maximum pulse duration etc.
- vi. Frequency synthesizers for each channel.
- vii. Transmitter controllers for each channel.

- viii. ADC with high dynamic range and sampling rate. Specify the resolution of the ADC (in bits) and the maximum sampling rate.
- ix. Digital quadrature detection facility
- x. Gradient units for performing gradient experiments and gradient shimming. Please provide specifications.
- xi. Digital field / frequency lock unit (^2H) for high magnetic field stability. Provide relevant specifications.

3. Probes:

a) Solution Sample Probe

- i. Auto tunable 5 mm multinuclear (^1H , ^{19}F and ^{15}N to ^{31}P) direct probe with facility for observing ^{19}F with ^1H decoupling/ vice versa and variable temperature capability
- ii. Minimum -100°C to $+150^\circ\text{C}$ range with precise monitoring of sample temperature (not gas temperature).
- iii. Probes with gradient shimming capability
- iv. Auto tune / match built in capability.
- v. Capability to do highest solvent suppression with the probe
- vi. Capability to carryout PFG experiments
- vii. Able to do all inverse experiments with ^1H and ^{13}C
- viii. Specify relevant parameters (Provide probe specifications) such as,
 - a) Best Signal to noise ratio for each nuclei under standard test conditions.
 - b) Best Line width at half height and base
 - c) Best Achievable 90° pulse width, etc.
- ix. Include additional accessories that may be required for the probe.
- x. 90° pulse widths and power for ^1H , ^{13}C and ^{15}N . Please also specify maximum duration of r.f. irradiation for each nuclei, duty cycle, etc.

b) Solid State probe - High Spinning Speed MAS probe upto 15 kHz

- i. Broad band double resonance magic angle spinning probe of 4 mm diameter to achieve a spinning speed of upto 15 kHz and to cover a range of nuclei, ^{15}N - ^{31}P + proton decoupling (Provide probe specifications) **or** probe with capability for nuclei ^1H , ^{31}P , ^7Li , ^{11}B , ^{23}Na , ^{27}Al , ^{13}C , ^{79}Br , ^{207}Pb , ^{29}Si , ^6Li , ^{15}N , ^{19}F .
- ii. 90° pulse widths and power for ^1H , ^{13}C and ^{15}N . Please also specify maximum duration of r.f. irradiation for each nuclei, duty cycle, etc.
- iii. Best resolution and line shape. Please specify line widths achievable
- iv. Signal to noise ratio for each nuclei
- v. Specify temperature range achievable
- vi. Include additional accessories that may be required for the probe.

c) Optional third channel with suitable amplifier electronics

(c-1) Solution state probe - Triple resonance pulsed field gradient probe with provision for a broadband nuclei on X channel.

(c-2) Solid state probe - wide-line solids 5 mm double resonance probe (with no spinning and horizontal solenoid coil) to cover a temperature upto 200°C and above. Please quote wide bore magnet if needed for this probe.

4. Dual Receiver capability

5. Temperature unit.

- i. Variable temperature controller unit with high stability capable of achieving wide range of temperature (preferred +200 to -200 °C). Specify resolution / accuracy / stability of temperature settings.
- ii. The probe should be able to operate between -100 to +150 °C.
- iii. Accessories required for achieving low temperature, such as LN2 boil off containers / Air or gas coolers, etc.

6. Other Accessories:

- i. Low noise, oil free air compressor attached with moisture condenser and regenerators
- ii. Buffer pressure tank of suitable capacity – specify the capacity
- iii. Standard test samples for multinuclear studies
- iv. Sample spinner / holders for standard NMR tubes
 - a) Low / high temperature – 3 Nos.
- v. Regular upgrades to all softwares during warranty period
- vi. RF testing cables / air flow plastic tubes / connectors
- vii. Vendor should confirm supply of Liquid helium and Nitrogen for installation.
- viii. Liquid Nitrogen containers with all necessary accessories for transfer – One number of suitable capacity to be quoted in Indian rupees.
- ix. State of the art PC workstation with a minimum 16GB ram (upgradable; mention the scalability), 1TB hard disk with duplex laser printer (one colour and one b/w) loaded with suitable OS (Preferably linux based OS) along with necessary software for spectrometer control, acquisition, processing of 1D and 2D NMR data (including HMBC, HMQC, DOSY, DEPT, etc., - mention the included pulse programs) and automatic recording of multiple experiments.
- x. NMR software for analysis, integration and deconvolution of 1D, 2D and higher dimension spectra recorded by the instrument
- xi. High end graphic tools for plotting 1D, 2D and multiple dimension spectra
- xii. Standard sample set for calibration of resolution and sensitivity for all the standard nuclei. Standard samples for temperature calibration.
- xiii. Automatic NMR sample changer with minimum 24 sample positions (including spinners).
- xiv. Comprehensive THREE year warranty from the date of installation including services and spare parts thereof
- xv. Five year contract for refilling LHe.

7. Optional Items;

- i. One extra workstation for off line processing of NMR data
- ii. Extra data processing licences – numbers and cost to be mentioned.
- iii. Suitable UPS with 1 hour back up.

8. Other details

- i. Please mention the shortest possible delivery time and installation of complete system
- ii. On-site training
- iii. Names and address of nearest service centre with in-house service engineer and application specialist.
- iv. List of installations done in southern part of India

Item No.2 - Storage Tank

Liquid Nitrogen Storage capacity	:	about 2000 litres
Configuration	:	Vertical
Inner Vessel material	:	Stainless steel
Outer Vessel	:	Carbon Steel

With necessary accessories / provisions to withdraw desired amount of liquid nitrogen. The supplier should install the storage tank for immediate use filled with liquid nitrogen at the site.

Item No.3 - Transportation Cryocans fitted with wheels

Liquid Nitrogen capacity	:	about 50 (8 Nos.) About 100 (1 No.)* About 200 Litres (1 No.)*
--------------------------	---	--

*Configuration : With self-pressurizing withdraw mechanism

With necessary accessories / provisions to withdraw desired amount of liquid nitrogen. All should have a wheel attached to easy transportation.

Compliance Statement to specifications of the equipment

(Compliance with specification column is to be filled up by the bidder stating YES/NO as the case may be)

Sl. No.	Specifications	Requirements	Compliance with Specifications (Y/N)

List of Equipment to be supplied

Sl. No.	Name of Equipment	No. of Units.	Estimated Value (In Rs.)	EMD Amount (In Rs.)
1	400 MHz FTNMR spectrometer	1	3,00,00,000	7,50,000
2	Storage Tank	1	15,00,000	37,500
3	Transportation Cryocans Fitted with Wheels	1	5,00,000	12,500

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas

.....
 (hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of

 (hereinafter called the “tender”) against the purchaser’s tender enquiry No.
 KNOW ALL MEN by these presents
 that WE of
 having our registered office at
 are bound unto
 (hereinafter called the “Purchaser) in the sum of..... for which payment
 will and truly to be made to the said Purchaser, the Bank binds itself, its successors
 and assigns by these presents. Sealed with the Common Seal of the said Bank
 this..... day of2017.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date

.....
(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and Central University of Tamil Nadu, Thiruvarur (hereinafter called “the Purchaser”) of the other part.
2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of _____ (name of the equipment) (hereinafter called the contract) to _____ (hereinafter called the Supplier); (Name of the Supplier)
3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of 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).
7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.

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

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

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

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

For and on behalf of the _____ Bank.

Signature of Authority

Bank official Name: Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

INTEGRITY PACT

The Integrity Pact is applicable against this tender. Therefore, please attach the Integrity Pact document duly signed along with your tender. The name of the CUTN Independent External Monitors shall be intimated shortly.

The following clause will be applicable against this tender.

CUTN, Thiruvarur shall be entering into an Integrity Pact with the BIDDERS as per format enclosed vide **Annexure VIII** of the tender document. The proforma has to be returned by the BIDDER (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.

Any bid not accompanied by Integrity Pact Proforma duly signed by the BIDDER shall be rejected straightway.

PRE CONTRACT INTEGRITY PACT

The specimen of the Pre-Contract Integrity Pact which is part of tender documents is as follows:-

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2017 between the Central University of Tamil Nadu, **Neelakudi Campus, Thiruvarur-610 005** (herein after referred to as 'PURCHASER'), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the "BIDDER / Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PURCHASER proposes to purchase lab equipment to the University and the BIDDER / Seller is willing to offer / has offered the services and

WHEREAS the BIDDER is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PURCHASER is a Autonomous Organization of the Government of India under Ministry of Human Resources Department.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the PURCHASER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PURCHASER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PURCHASER

1.1 The PURCHASER undertakes that no official of the PURCHASER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The PURCHASER will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.3 All the officials of the PURCHASER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the PURCHASER, with full and verifiable facts and the same is prima facie found to be correct by the PURCHASER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PURCHASER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PURCHASER the proceedings under the contract would not be stalled.

3. Commitments of BIDDER

3. The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contractor in furtherance to secure it and in particular commits himself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PURCHASER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PURCHASER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the PURCHASER for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the PURCHASER's Organisation.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS representing foreign principals or associates shall disclose their aforesaid details.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.

3.5 The BIDDERS further confirms and declares to the PURCHASER that the BIDDER is the original manufacturer/ integrator/ authorized Govt. sponsored Export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PURCHASER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PURCHASER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of BIDDER on any person acting on behalf of BIDDER, either directly or indirectly, is a relative of any of the officers of the PURCHASER, or alternatively, if any relative of an officer of the PURCHASER has financial interest/stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PURCHASER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years-immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or Autonomous Body or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money/Security Deposit

5.1 While submitting the bid, the BIDDER shall deposit an amount * _____ as Earnest Money/Security Deposit with the PURCHASER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of the PURCHASER payable at location of/specified by the PURCHASER.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PURCHASER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PURCHASER shall be treated as conclusive proof for payment.

5.2 The Earnest Money/Security Deposit shall be valid upto a period till the successful bidder executes performance guarantee.

5.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PURCHASER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the PURCHASER to the BIDDER(s) on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violation

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by him or acting on his behalf (whether with or without the knowledge of the BIDDER) shall entitle the PURCHASER to take all or any one of the following action, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money (in pre-contract stage and/or/Security deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PURCHASER and the PURCHASER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PURCHASER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the PURCHASER

to the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PURCHASER, along with interest,

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PURCHASER resulting from such cancellation/rescission and the PURCHASER shall be entitled to deduct the amount so payable from the money due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding process of the PURCHASER for a minimum period of five years, which may be further extended at the discretion of the PURCHASER.

(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PURCHASER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PURCHASER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PURCHASER will be entitled to take or any of the actions mentioned at para 6.1 (i) to (x) of the Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PURCHASER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitors appointed for the purpose of the Pact.

7. Fall Clause

7.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Public Sector Undertakings/Autonomous Body and if it is found at any stage that the similar system or sub-system was supplied by the BIDDER to any other Public Sector Undertaking/ Autonomous Body at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PURCHASER, if the contract has already been concluded.

8. Independent External Monitor(s)

8.1 The PURCHASER will appoint Independent Monitors (herein after referred to as Monitors).

8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CUTN.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the PURCHASER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

8.7 The PURCHASER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the PURCHASER and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the Registrar, CUTN, Thiruvapur within 8 to 10 weeks from the date of reference or intimation to him by the PURCHASER and BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PURCHASER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Courts of Thiruvapur.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or till the complete execution of the contract to the satisfaction of both the BIDDER and the PURCHASER, whichever is later.

12.2 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

13. The Parties hereby sign this Integrity Pact at _____ on _____

PURCHASER
Name of the Officer
Designation
CUTN, Thiruvarur
Witness:

BIDDER

Witness:

1. _____

1. _____

2. _____

2. _____

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 _____.

Signature and seal of the bidder