



UNIVERSITY OF ALLAHABAD

NOTICE INVITING TENDER ENQUIRY

FOR

**SEMICONDUCTOR PARAMETER
ANALYZER**

in the

Department of Chemistry

University of Allahabad

Prayagraj-211002

INDEX

Sl. No.	Particulars	Page No.
1.	Notice Inviting Tender	03
2.	General Instructions & Conditions of Contract to Bidders	04-09
3.	Terms and Conditions of the University of Allahabad	10-12
4.	EMD Bid Security Form (Annexure 1)	13
5.	Technical Bid (Formats) Annexure 2 to 8. (Annexure 5 contains specifications of the SEMICONDUCTOR PARAMETER ANALYZER)	14-22
6.	Proforma for BG/PBG (Annexure 9)	23
7.	Financial Bid (Formats) (Annexure 10-11)	24-26
7.	Pre Contract Integrity Pact	27-32



UNIVERSITY OF ALLAHABAD

**(A Central University established by an Act, 2005 of Parliament, Govt. of India)
Allahabad – 211 002 U.P. (India)**

NOTICE FOR INVITING TENDER

Online bids (Technical & Financial) from eligible bidders which are valid for a period of 180 days from the date of Technical Bid opening (i.e. 05/08/2024) are invited for and on behalf of the Registrar, University of Allahabad, Prayagraj-211002 for Semiconductor Parameter Analyzer. The tender is free of cost.

Notice Inviting Tender/Bid No.	UOA/FoS/CHEM/AG/2024/1
Name of the Work	SUPPLY OF "SEMICONDUCTOR PARAMETER ANALYZER"
Date of Publishing/Start Date and Time	18.07.2024 (17:00Hrs)
Clarification (if any) Start Date and Time	18.07.2024 (17:00Hrs)
Clarification End Date and Time	01.08.2024 (17:00Hrs)
Bid Submission Start Date and Time	18.07.2024 (17:00Hrs)
Last date and Time of uploading Bids	01.08.2024 (17:00Hrs)
Last and Time of submitting EMD and other documents at University of Allahabad	01.08.2024 (17:00Hrs)
Date and Time of Opening Technical Bids	05.08.2024 (11:00 hrs)
Date and Time of opening Financial Bids	To be announced later

The bids have to be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted. The tender inviting notice and accompanying documents are also available on the website of the University <http://www.alluniv.ac.in>. However, the bidder can also send the hard copy of all the documents, if they so desire, to the Purchase Officer, University of Allahabad, Prayagraj-211002.

Note: The bidder shall submit/upload (along with the tender documents) a proof of submitting and sending the EMD to the Purchase Officer University of Allahabad.

**Dr. Anupam Giri
Department of Chemistry
University of Allahabad**

GENERAL INSTRUCTIONS & CONDITIONS OF CONTRACT TO BIDDERS

1. BIDDING DOCUMENTS

The bidder is expected to examine all instructions, terms and conditions, specifications, schedules to Tender, forms and other documents before quoting. Failure to furnish all information required or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2. BIDS

The bids are to be submitted in two parts in separate sealed envelopes

(a) **Technical Bid and Earnest Money Deposit (EMD)** should be uploaded online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the terms and conditions given in this document. The scanned copy of the EMD(Bank Draft etc.) shall be uploaded on the CPP portal and the original DD shall be sent to the Purchase Officer, University of Allahabad on or before the last date of submission (uploading of bids).

(b) **Financial Bid** – should be uploaded online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the terms and conditions given in this document:

3. Earnest Money Deposit (EMD)

3.1 An earnest money of Rs. 45,000/-(Rs. Forty-Five Thousand only) has to be enclosed along with the technical bid. The Earnest Money Deposit shall be only in the form of crossed Bank Draft payable to or FDR/TDR/BG (**Annexure-1**) pledged to the "Finance Officer, University of Allahabad", payable at Allahabad. No Cheque or to Cash shall be accepted as EMD. If the EMD is not received or is not in order, the technical bid will be summarily rejected.

3.2 The EMD/Security money will not carry any interest.

3.3 The earnest money of the unsuccessful tenderer will be refunded within one month, after the final decision on the tender.

3.4 The EMD shall be forfeited:

(a) If the tenderer withdraws his tender during the period of validity specified in tender document.

(b) If the tenderer makes any modifications in the terms and conditions of the tender before acceptance of the tender which are not acceptable to University of Allahabad

Or

(c) In case of successful tenderer, if the tenderer fails:

(i) To sign the agreement, or

(ii) To furnish initial security deposit.

3.5 The earnest money deposit of successful tenderer shall be adjusted towards performance security deposit (see Annexure 9 and clause 13 of this document) for the due fulfillment of the contract. EMD of the successful tenderer may be refunded in case the full security money as required is deposited by the contractor in the form of crossed bank draft /bank guarantee/FDR/TDR.

4. Technical Bid

The Technical bid prepared by the bidder shall be submitted on the formats given at **Annexure-2 to 8**. No deviations in respect of NIT conditions are acceptable. The bidders are required to attach entire NIT (except for the price bid part) duly signed & stamped as token of the acceptance to the NIT conditions with this bid. The following specific conditions are essential for prequalification: -

- (i) Earnest Money Deposit
- (ii) The company/firm must be registered under the prevalent government rules and regulations for at least three years as on 31.03.2024.
- (iii) The company/firm must have ISO 9001-2008 or other relevant quality certification issued in the country where the equipment is manufactured. The source code of the software loaded in the equipment must be owned by the service provider.
- (iv) Proposals of Agencies blacklisted by the Central Government/State Government will be rejected. The Bids of the Bidder/their Partners/Directors/Agents against whom any criminal case is pending before any Court shall be rejected.

The agency will provide a self certification along with technical bid as following:

- (a) ***Certified that this company/Firm was never blacklisted by any Govt./Public sector agency/Undertaking in India.***
- (b) ***The company/firm have not been discontinued by the client for unsatisfactory performance in connection with supply of goods to any Govt./Public sector agency/undertaking in last five years.***
- (v) The firm/company must have qualified/trained and experienced manpower for providing after sales service. The firm/company must submit details like Employee ID, name, Employee corporate Email, Contact no. etc. who in future will undertake the responsibility after sales for service. The firm shall also be under obligation to inform the Head, Department of Chemistry, University of Allahabad, Allahabad from time to time about the procedures and persons who shall be responsible for providing service after sales.



5. **BID Evaluation Criteria**

5.1 The financial bid will be opened only of those bidder (s), who will be declared technically qualified by the Committee constituted by the Vice Chancellor of the University as per terms and conditions given on page nos. 10-12 (**Document TC-1**). The short listed bidders may be asked to make a presentation and demonstration of the equipment or may like to visit the site of installation (for anechoic chamber) before opening of the financial bid before the committee.

6. ***Financial Bid***

The Financial bids of only the technically qualified bidder(s) will be opened subject to the following:-

- (i) The financial bid shall be submitted in the format indicated at **Annexure 10 & 11**
- (ii) The bidders must quote their rates strictly as per Tender and should be uploaded separately.
- (iii) The rates and taxes, if any, must be stated for each item separately both in words and figures.
- (iv) The prices once accepted by University of Allahabad shall remain valid till the successful execution of the work order. University of Allahabad shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Taxes/Government levies/duties during the period of execution of the contract, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.
- (v) The university may accept a single firm/company/vendor for the complete supply if the Committee finds the equipment is technically sound and fulfills all the specifications as provided in **Annexure 5**. The university reserves the right to withdraw activities listed under any of the annexure's and treat them independently.
- (vi) The University of Allahabad is registered with the Department of Scientific and Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Government Notification No. 51/96-Customs dated 23 July, 1996 and Central Excise duty exemption in terms of Government Notification No. 10/97-Central Excise dated 1 March, 1997 as amended from time to time and the Registration is valid upto 31.08.2020 as per letter no. TU/V/RG-CDE(396)/2015 dated 26th February, 2016. If the equipment is of foreign origin the supplier/authorized dealer is required to quote the prices taking in view of the above fact.

7. The lowest rate will not be claimed as claim of taking the order.

8. ***Late Bids***

Any bid received by University of Allahabad after the deadline for submission of bids prescribed by the University of Allahabad will be rejected and/or returned unopened to the bidder.

9. **VALIDITY**

Tenders submitted by tenderers shall remain valid for acceptance for a period of 180 days from the date of opening of tender. The tenderers shall not be entitled during this period

to revoke or cancel the tender or to vary the tender submitted in terms and conditions thereof.

10. REJECTION OF TENDER

- 10.1 Tender once submitted will remain with the University of Allahabad and will not be returned to the bidders.
- 10.2 University of Allahabad reserves the right to reject any or all the tenders in full or in part including lowest one without assigning any reasons what-so-ever, and the decision of the Competent Authority of University of Allahabad in this regard will be binding all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected.
- 10.3 No Bidder shall contact University of Allahabad on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of University of Allahabad, it should be done in writing. Any effort by a Bidder to influence any University Officials in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

11. TERMINATION OF CONTRACT

Competent Authority reserves the right to terminate the contract or impose penalty as deemed fit by the Competent Authority, on account of non-satisfactory services, non-compliance of set norms /orders, violation of any contract provisions by the Firm/Agency/Contractor. The decision of the Competent Authority shall be final and binding on the Firm/Agency/Contractor.

12. AWARD OF CONTRACT

- 12.1 The contract will be awarded to the technically accepted vendor whose financial quotes are the lowest provided financial & contractual terms & conditions are being met by the vendor, who in the opinion of the Committee is having the capacity and resources to execute the work.
- 12.2 Normally, there will not be any negotiation with vendor if rate quoted by them is found reasonable. However, the Committee constituted by the Vice Chancellor of the University reserves the right to negotiate with L-1s to trade off between two modes of assessment and also reject bids wherein abnormally low rate which are not workable financially is quoted by the vendor.
- 12.3 Prior to the expiry of the period of bids validity, The Purchase Officer, University of Allahabad will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.
- 12.4 Failure of the successful Bidder to comply with the requirement of signing of contract within stipulated period as decided by UNIVERSITY OF ALLAHABAD, shall constitute sufficient grounds for the annulment of the award in which event UNIVERSITY OF ALLAHABAD may make the award to the next evaluated bidder or call for new bids and forfeiture of the EMD.



12.5 As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

“Margin of purchase preference” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

Purchase Preference:

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, 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 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 the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case the lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference 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 balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, 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- 1 local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-1 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 purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.



13. PERFORMANCE SECURITY

- 13.1 The Bidder should furnish performance security to UNIVERSITY OF ALLAHABAD for an amount of 10% of the total cost of Tender in the form of Bank guarantee from a commercial bank in given format at Annexure-9 or FDR/TDR/BG pledged in favour of “**Finance Officer, University of Allahabad, Allahabad**” payable at Allahabad, valid up to one years from the date of implementation of the Contract.
- 13.2 The proceeds of the performance security shall be payable in favour of “Finance Officer, University of Allahabad, Allahabad” payable at Allahabad, to as compensation resulting from the Vendor’s failures to complete its obligation under the contract.
- 13.3 The performance security deposit would be refunded after six months of satisfactory completion of job and no interest would be paid.

14. CORRUPT OR FRAUDULENT PRACTICES

- 14.1 The Competent Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 14.2 In case vendor does not meet the obligations of the Contract or does not supply the equipment’s as per specifications the vendor may be black-listed.
- 14.3 If any of the supplied goods is not as per specifications, the University reserves the right to cancel the contract award and forfeit the EMD.
- 14.4 The University under no condition shall accept any refurbished equipment and manufacturer shall have to certify that the equipment supplied is new and has not been supplied elsewhere, prior to this supply.

15. MISCELLANEOUS

- 15.1 It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors, which would have effect on the performance of the contract.
- 15.2 During the validity of this bid or during the period of contract, if any, if the bidder provides/supplies the same or equivalent services/equipment’s to any other Department/Organization in India at a price lower than the price fixed for University of Allahabad, the bidder shall automatically pass on that benefits to University of Allahabad.
- 15.3 Any addendum/corrigendum to this Advertised Tender Enquiry will be notified only on the University website www.allduniv.ac.in .

16. PAYMENT CONDITIONS

- 16.1 Payment will be made on after completion of job after receiving bills in duplicate and on the certificate of the Head of the Department of Chemistry, University of Allahabad for satisfactory execution of the supply/jobs.
- 16.2 No advance payment will be made.
- 16.3 The Competent Authority reserves the right to make suitable deduction from the Bidder’s bill, in case the quality of work is not satisfactory.
- 16.4 Every complaint will have to be attended immediately.
- 16.5 All payments will be made subject to deduction of TDS as per Income Tax Act, 1961 and other taxes/deductions, if any, as per Government of India rules.

16.6 Any TDs deducted by the University shall be duly certified by the University and the certificate to this effect shall be issued by the University of Allahabad.

17. ARBITRATION

Any dispute arising between the University and the Contractor/ Agency shall be resolved by an Arbitrator appointed by the Vice Chancellor of the University of Allahabad.

1. The firms/company's blacklisted at any stage are not eligible to apply.
2. The Committee constituted by the Vice Chancellor of the University reserves the right to reject or accept any tender without assigning any reason.
3. The Working Committee constituted by the Vice Chancellor of the University reserves the right to alter/modify any or all conditions of this tender document.
4. Each bidder should clearly specify that the bidder agrees to abide by the conditions of this tender document on their printed letter head indicating thereon GST/Sales Tax Registration, FAX, Email, Telephone No. etc.
5. All pages of the tender document are to be signed and stamped by the bidder.
6. All disputes are subject to Jurisdiction of Allahabad.

18. FORCE MAJEURE:

Neither University of Allahabad nor the firm/company/authorized dealer shall be liable to each other for any delay in, or failure of their respective obligation under this agreement caused by occurrence beyond the control of University or firm/company/authorized dealer, as the case may be, including but not limited to fire including explosion, floods, power shortage, acts of God, hostility, acts of public enemy, wars, insurrections, riots, strikes, lock-outs, sabotages, any law, statute or ordinance order, actions or regulations, of the Government, local or other public authorities. Firm/company/authorized dealer will promptly by not later than 07 days of the commencement thereof notify the other in writing of such contingency and prove that such is beyond the control and affects the implementation of the contract adversely and materially.

Certified that I/We agree to the contents of terms and conditions of the tender.

Signature & Seal of the bidder



**UNIVERSITY OF ALLAHABAD
DEPARTMENT OF CHEMISTRY
TERMS AND CONDITIONS**

Notice for Inviting Tender.: **UOA/FoS/CHEM/AG/2024/1**

Opening Date: 18.07.2024 (17:00 hrs)

Closing Date/time: 01.08.2024(17:00hrs)

Sub.: Purchase of SEMICONDUCTOR PARAMETER ANALYZER (Quantity: 1 nos.)

Our organization is an educational institution of the national importance and repute and is entitled to get education discount from manufacturer. Please submit/uploaded only on CPP portal <http://eprocure.gov.in/eprocure/app> the technical and financial bids. However, if the bidder sochooses, they can additionally submit hard copies of the documents to the purchase Officer, University of Allahabad

There will be two steps in the tender process:

1. Technical bid with compliance table: Specify company name and component number, and attach detailed technical specifications for each component. Also attach technical brochure and datasheet from manufacturer (Annexure 2 to 8 forms the part of the Technical Bid).
2. Financial bid: This budget quotation will not be opened if technical details of the product do not match with our specifications (Annexure 10 and 11 forms the part of the Financial Bid). Please see technical specifications table give below. Mark, whether your system complies or not with the specifications along with details.

The vendor interested in submitting a bid for Semiconductor Parameter Analyzer satisfy itself their product is as per specifications or not. Parent company should be an established company with after sales support in India.

3. The quotation letter is also available on University's website <http://www.allduniv.ac.in>. The tender can be uploaded/submitted by **01/08/2024 up to 17:00hrs and the technical bid of the tender will be opened on 05/08/2024 at 11.00 hrs**
4. An earnest money of Rs.45,000/- (Rupees Forty-Five Thousand only) must be deposited in the form of demand draft/pay order drawn in favor of FINANCE OFFICER, UNIVERSITY OF ALLAHABAD payable at PRAYAGRAJ (ALLAHABAD) on any Nationalized Bank. The EMD with details should be submitted to the quotation inviting authority on or before last date and time of online bid submission.
5. The delivery of the goods shall be F.O.R. Department of Chemistry, Faculty of Science, University of Allahabad. The firm should clearly mention the delivery period, which normally should not be more than 65 days from the date of issue of order contract. In the case of imported items, the delivery schedule will be 90 days from the date of issue of office order.

- Quotations should be inclusive of all packing and other forwarding expense, freight insurance charges etc. The firms should give the rates of items per unit also. The prices quoted shall remain firm & fixed for 180 days from the date of opening of the technical bid. All duties, taxes etc. payable by the supplier shall be included in the quoted prices. If the manufacturer of the equipment is of foreign origin (meaning that equipment will be imported), the supplier shall quote the prices in US dollars or relevant foreign currency.
6. If the Working Committee, constituted by the Vice Chancellor of the University, appointed to evaluate the technical bid is satisfied that the specifications mentioned in this tender document are met only by a single manufacturer in that case the committee after obtaining a certificate from the manufacturer that the equipment is a propriety item may recommend the award of contract to the firm/company/ manufacturer.
 7. The University of Allahabad is registered with the Department of Scientific and Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Government Notification No. 51/96-Customs dated 23 July, 1996 and Central Excise duty exemption in terms of Government Notification No. 10/97-Central Excise dated 1 March, 1997 as amended from time to time and the Registration is valid upto 31.08.2020 as per letter no. TU/V/RG-CDE(396)/2015 dated 26th February, 20116. If the equipment is of foreign origin, then supplier/authorized dealer is required to quote the prices taking in view of the above fact.
 8. Complete descriptions, specifications and make of all the goods/items quoted should be given. Printed literature/pamphlets should be sent with the quotations, failing which the same may not be considered. After the award of the contract the manufacturer/supplier is required to provide documents related to wiring diagrams, mechanical specifications and technical details as the case may be along with the supply of equipment(s) and failure of which can lead to forfeiture of Performance Security Money.
 9. The purchaser will evaluate and compare the quotation which are substantially responsive i.e. which are properly prepared and signed and meet the required terms and conditions and specifications.
 10. Vendor must provide at least 1 years overall warranty for all parts/components and servicing and specific warranty as per the specifications table given below. Installation and Training – Onsite installation and training of the equipment must be included.
 11. The University reserves the right to accept or reject the bid without assigning any reasons thereof.
 12. Successful quoter/bidder has to deposit 10% amount of the total cost of the Tender as Performance Security money in a form of Bank Guarantee in Favour of Finance Officer, University of Allahabad,
 13. With regards to GST. Please quote-specific rate of GST and surcharge etc. with a certificate that the GST/VAT charged have not been exempted under the GST Act. Rules and the



amount charges on this account are correct. The firm shall mention percentage of GST/Vat/Service Charges/other Charges etc.

14. The bidder will be required to submit a quality certification certificate (such as ISO 9001 for companies of Indian origin) along with the technical bid documents.
15. A supplier shall not submit more than one quotation for the same goods. The authorized firm/dealer submit quotation/tender along-with authorization letter from manufacturer firm, otherwise bid will not be entertained and rejected straightway.
16. The firm should invariably mention the registration No. of firm, GST/ST No. , PAN, etc., failing which quotation may not be considered.
17. No Blacklisted firm from any Govt. department/organization during last 3 years shall be allowed to participate in the bid.
18. All the disputes/litigations, if any will be subjected to the jurisdiction of Allahabad only.
19. The minimum period of warranty/Guarantee shall be as per details given in the specification table.

CONTACT PERSONS FOR SEEKING CLARIFICATION ON TECHNICAL SPECIFICATIONS AS PER PAGE 2 OF NIT:

1. Dr. Anupam Giri, Assistant Professor, Department of Chemistry, University of Allahabad, Prayagraj, Email: anupamgiri@allduniv.ac.in
2. Prof. Dinesh Mani, Head Department of Chemistry, University of Allahabad, Prayagraj-211002, Email: hodchemistry@allduniv.ac.in.



BID SECURITY FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated(date of submission of bid) for the services of (name and/or description of the services) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto (Name of Purchaser) (hereinafter called "the Purchaser") in the sum ofFor which payment well 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 of

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; **or**
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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 of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
.....
(Signature with Seal of the Bank)
Date: _____
Address: _____

(Name & Address of Bidder)



ANNEXURE-2
(Forming part of the technical bid)

TECHNICAL BID (FORMAT)-PART-A

(To be submitted on the firm's letter head and signed by an authorized person.)

To

The PURCHASE OFFICER

University of Allahabad
Prayagraj-211002

Ref.: Notice Inviting Tender/Bid No. UOA/FoS/CHEM/AG/2024/1

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for the said for “ **Supply of SEMICONDUCTOR PARAMETER ANALYZER**”.

We undertake, if our bid is accepted, to provide the said equipments in accordance with the terms and conditions specified in the bidding documents.

If our bid is accepted, we will submit a bank guarantee for the sum equivalent to 10% of total cost of tender for the due performance of the Contract, in the form as prescribed by the University of Allahabad, Allahabad. The bank guarantee will be valid upto one year beyond the implementation of contract.

We agree to abide by this bid for a period of 180 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

WE, _____ DECLARE

1. That we are equipped with adequate machinery and manpower for undertaking the said services for University of Allahabad.
2. That we hereby offer to give the equipments at the prices and rates mentioned in the Financial Bid.
3. That we enclose herewith the complete Technical Bid as required by you.
4. We have carefully read and understood the terms and conditions of the bid/tender documents and the conditions of the contract applicable to the bid document and we do hereby undertake to provide services as per these terms and conditions.
5. Certified that the bidder is:
A sole proprietorship firm/company and authorized representative of manufacturer and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,
Or



A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document)

1. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this, day of 2024 **Signature of Bidder**

Details of enclosures:

Full Address: _____

Telephone No: _____

Address: _____

Fax No .: _____

E-mail: _____

COMPANY SEAL



Annexure-3
(Forming part of the technical bid)

Profile of Manufacturer / Firm

1. Name of the Bidder :
2. Postal Address :
3. Address of the Office :
(if original manufacturer)
4. Telephone/Mobile No. :
5. Owner/Authorized representative's name, :
address and phone number
6. Year from which the bidder is in this business :
(Must have at least five years experience)
8. PAN Number :
9. TAN /TIN Number :
10. C.S.T. Number (if any) :
11. GST Number :
12. Service Tax Number :
19. Whether the bidder has been black listed by any :
Government Organization.

DECLARATION

I _____ hereby certify that information given above are true to the best of my knowledge, and, in any case/time, it is found to be incorrect, I will be debarred by the University.

Dated:

Signature & Seal of the bidder



Annexure-4
(Forming part of the technical bid)

TECHNICAL BID (PART-1)

Sl. No.	Specific conditions as essential for prequalification	Firm / Vendor Response (Yes/No)	If Yes, then Page No.
1.	Earnest Money Deposit		
2.	The bidder must be a company/Firm registered under the Companies Act, 1956 for at least three years as on 01/04/2024.		
3.	The firm/company must have supplied the equipment's to any Department of Central University/State University/Academic Institution of repute/ Central Government Organization/ State Government Organization / Autonomous statutory bodies/ PSU in last 2 years (Attach details).		
4.	The firm must be a firm/Company/Authorized dealer/Principal manufacturer/or authorized by the manufacturer to sell the goods(equipment's) for selling and for providing service in India.		
5.	The firm must have ISO 9001 or any other certification issued in the country where the equipment is manufactured.		
6.	Proposals of firms blacklisted by the Central Government/State Government will be rejected. The Bids of the Bidder/their Partners/Directors/Agents against whom any criminal case is pending before any Court shall be rejected. The agency will provide a self-certification along with technical bid as following: (a) <i>Certified that this company/Firm was never blacklisted by any Govt./Public sector agency/Undertaking in India.</i> (b) <i>The services of the company/firm have not been discontinued by the client for unsatisfactory performance in connection with recruitment process of any Govt./Public sector agency/undertaking in last five years.</i>		
7.	The firm must provide details of their technically qualified/trained and experienced manpower for providing service and training of the equipment.Firm must submit details like Employee ID, name, Employee corporate Email, Contact no. etc.		
8.	A Copy of the PAN Number of the firm or proprietor		
9.	A Copy of the TIN/ TAN and GST Number of the firm or proprietor		
10.	Copy of Income-Tax return certificates of last three years		
11.	Two Certificates for satisfactory supply of previous equipments/installations.		
12.	Entire NIT (except price bid) duly signed & stamped by the bidder		
13.	Any technical deviations/suggestion should be attached		



Annexure-5

(Forming part of the technical bid)

TECHNICAL BID (FORMAT)-PART-B**ITEM: SEMICONDUCTOR PARAMETER ANALYZER**

S. No.	Parameters	Specifications	Firm / Vendor Response (Yes/No)
1.	Mainframe	(i) Main instrument should have at least 10 or more slots and should allow upgrading with more SMUs if empty slots are available.	
		(ii) Must have an inbuilt touch screen display	
		(iii) Must be upgradable to 10kV and 1500A or more in future using the same mainframe.	
		(iv) Must be upgradable for C-V measurement, high power source measure unit.	
2.	Ground Unit	A separate ground unit should be available with at least 4A sink current independent of the 10 slots	
3.	Should include two mid power source measure unit		
	(i) Maximum voltage range and resolution	100 V with measure resolution of 100 μ V with at least 20mA of current at 100V (The operation should be automatic sweep control in forward and reverse mode)	
	(ii) Maximum current range and resolution	100mA with measure resolution of 100nA (The operation should be automatic sweep control in forward and reverse mode)	
	(iii) Minimum current range and resolution	1nA with measure resolution of 10fA	
	(iv) Pulse width range for pulsed measurement	500 μ s to 2s	
4.	Should have convenient user interface preferably windows 11 based		
5.	Built-in hard drive: SSD 250 GB with 8GB RAM, CD/DVD drive or better		
6.	Interface for remote control	USB, GPIB, LAN	
7.	Built in Memory should be available		

8.	The instrument software/firmware should have both offline and online capability	
9.	The software/firmware should be capable of controlling the instrument from external PC. The data acquisition facility via PC should be available where continuous switching and data recording for IV & CV should be ensured.	
10.	Should have capability to sweep the source using the scroll knob on the instrument enabling real time device characterization	
11.	The instrument should support device modelling software, Network analyzer, LCT Meter and must be able to control standard Prober system.	
12.	Setup warranty: one – years on-site warranty	

Signature and seal of the bidder



Annexure-6
(Forming part of the technical bid)

CERTIFICATE

(To be given by Bidder)

“I/We certify that I/We have checked this received/downloaded bid documents with the bid documents available online at CPP Portal www.eprocure.gov.in or at the website of the University of Allahabad www.allduniv.ac.in and there is no discrepancy/variation/printing mistake and it is further certified that no alteration / modification has been made in the bid documents. I/We accept that the entire responsibility of ensuring that this application form along with other documents is as per original available on website is mine/ours. I/We also agree that if anything contrary is found the decision of the Committee constituted for opening of Tender will be final and binding on me/us.”

Place: _____

Signature of Bidder

Date: ____ / ____ / ____

Company seal



DECLARATION

(To be executed by the Tenderer)

I/WeProprietor/ Partner / Director
of M/shereby declare:

1. That I/We or any of my/our partner(s) is/are neither working in University of Allahabad nor removed / dismissed from service of University of Allahabad.
2. That I/We or any of my / our partner's relatives (as defined in note below) are neither employed in any capacity nor removed / dismissed from services University of Allahabad.
3. That in case of change of partners or change in constitution of the firm, I/We shall abide by the conditions 1 and 2 above and shall bring any change to the knowledge of the Registrar, University of Allahabad immediately.
4. That I/We shall intimate the names of persons who are working with me / us at Allahabad in any capacity or are subsequently employed by me/us.
5. That I/We have not been debarred / black listed by any Central/State Govt. Departments/Public Sector Undertakings / Autonomous agencies / organizations. Further I/We also confirm that the works awarded to us have been completed to the satisfaction of the awarding agencies, and that there had been no premature termination of contract for non-performance / delayed execution on my / our part.
6. That I/We am / are aware that any breach of the above condition would render me / us liable to be cancellation of existing contracts and forfeiting of my / our Earnest Money Deposit / Security deposit held by University of Allahabad.

Place: _____

Date: _____

(NAME OF THE TENDERER)
(with signature and capacity in which He is signing)

(Office Seal)

Note:

- (i) The term "relatives" means the relatives defined in section 6 and 6(c) of the Companies Act, 1956.
- (ii) If at any time, it transpires that the information given in the declaration is incorrect / wrong, the contract is liable to be terminated forthwith without assigning any reason, besides forfeiting the EMD/SD and liable for initiating action for debarring the firm from entering into further contracts.

Signature of Tenderer
Company seal



Mandate Form

**Electronic Clearing Service (Credit Clearing)/Real Time Gross Settlement (RTGS) Facility
for Receiving Payments**

Details of Account Holder:

1.	Firm/Company/Authorized Dealer	
2.	Name of Accounts Holder	
3.	Complete Contact Address	
4.	Telephone Number / Fax / E-mail	

Bank Accounts Details:

1.	Name of the Bank viz. SBI/PNB	
2.	Branch Name with Complete Address	
3.	Telephone Number and E-mail of Bank Branch	
4.	Whether the Branch is computerized?	
5.	Whether the Branch is RTGS enabled? If yes, then what is the Branch's IFSC Code?	
6.	Is the Branch also NEFT enabled	
7.	Type of Bank Account (SB/Current/Cash Credit)	
8.	MICR Code of Bank	
9.	Complete Bank Account Number	
10.	Repeat Bank Account Number	

Date:

I hereby Certified that

Signature of Customer

Bank Stamp

1.

2.

Signature of Branch Manager



PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS _____ (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated to supply (Description of Goods and Services).

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of

Signature and Seal of Guarantors (Bank)

.....
.....
.....
.....
.....
.....
Date
.....
Address
.....
.....
.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

(Name & address of the Bidder)

PART-'B'

Annexure-10

(Forming part of the financial bid)

FINANCIAL BID FORM

To,
The PURCHASE OFFICER
University of Allahabad
Allahabad-211002

Ref.: Notice Inviting Tender/Bid No. UOA/FoS/CHEM/AG/2024/1

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for Goods/Equipments as per the schedule of requirements & Scope of work and in conformity with the said bidding documents.

We hereby offer to supply the Services at the prices and rates mentioned in the Financial Bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Financial Bid as required by you. This includes:

- (a) Bid Letter
- (b) Price Schedule (Schedule to tender enquiry, quoting rates, duly signed & stamped.)
- (c) Statement of deviations from financial terms and conditions, if any.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to provide services as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or



A company and the person signing the bid document is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document)

We do hereby undertake, that, until formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this _____ day of _____ 2024

Signature of Bidder

List of enclosures:

Full

Address: _____

Telephone

No.:

Address: _____

Fax

No.:

E-mail:

Company Seal

FINANCIAL BID (Format of Price Schedule)

Sub.: TENDER FOR SEMICONDUCTOR PARAMETER ANALYZER

(B) FINANCIAL BID FOR SEMICONDUCTOR PARAMETER ANALYZER R

Sr. No.	Description of work	Rate (INR)	Rate (USD)
	<p>SEMICONDUCTOR PARAMETER ANALYZER WITH FOLLOWING SPECIFICATIONS AND FEATURES:</p> <p>Mainframe:</p> <p>(i) Main instrument should have at least 10 or more slots and should allow upgrading with more SMUs if empty slots are available.</p> <p>(ii) Must have an inbuilt touch screen display</p> <p>(iii) Must be upgradable to 10kV and 1500A or more in future using the same mainframe.</p> <p>(iv) Must be upgradable for C-V measurement, high power source measure unit.</p> <p>Ground Unit:</p> <p>A separate ground unit should be available with at least 4A sink current independent of the 10 slots.</p> <p>Specifications: Should include two mid power source measure unit</p> <p>(i) Maximum voltage range and resolution: 100V with measure resolution of 100μV with at least 20mA of current at 100V (The operation should be automatic sweep control in forward and reverse mode)</p> <p>(ii) Maximum current range and resolution: 100mA with measure resolution of 100nA (The operation should be automatic sweep control in forward and reverse mode)</p> <p>(iii) Minimum current range and resolution: 1nA with measure resolution of 10fA</p> <p>(iv) Pulse width range for pulsed measurement: 500μs to 2s</p> <p>General:</p> <p>(i) Should have convenient user interface preferably windows 11 based</p> <p>(ii) Built-in hard drive: SSD 250 GB with 8GB RAM, CD/DVD drive or better</p> <p>(iii) Interface for remote control: USB, GPIB, LAN</p> <p>(iv) Built in Memory should be available</p> <p>(v) The instrument software/firmware should have both offline and online capability</p> <p>(vi) The software/firmware should be capable of controlling the instrument from external PC.</p> <p>(vii) The data acquisition facility via PC should be available where continuous switching and data recording for IV & CV should be ensured.</p> <p>(viii) Should have capability to sweep the source using the scroll knob on the instrument enabling real time device characterization</p> <p>(ix) The instrument should support device modelling software, Network analyzer, LCT Meter and must be able to control standard Prober system.</p> <p>(x) Setup warranty: one – years on-site warranty</p>		

Signature & Seal of the bidder



PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract (hereinafter called the Integrity Pact) is made on day of the month of 2024, between, on one hand... .., Registrar, University of Allahabad (hereinafter called the "BUYER", 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 includes, unless the context requires, his successors and permitted assigns) of the Second Part.

WHEREAS as BUYER to procure ("SEMICONDUCTOR PARAMETER ANALYZER" In the Department of Chemistry, University of Allahabad") and the BIDDER/Seller is willing to offer the services

and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Statutory Body created by an Act of Parliament and is an Institution of national importance performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said services 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 bridging and other corrupt practices and the BUYER 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:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, 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 third party related to be contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.



- 1.2 The BUYER 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 BIDDER.
 - 1.3 All the officials of the BUYER 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 BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would be stalled.

Commitments of Bidders

3. The BIDDER commits itself 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 to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it 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 BUYER 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 with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 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 BUYER 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.
 - 3.4 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.
 - 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.6 The BIDDER shall not use improperly, for purposes of competition of personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal 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.



- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the Officers of the BUYER, or alternative, if any relative of an officer of the BUYER has financial interest/stake in the Bidder's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealing or transactions. Directly or indirectly, with any employee of the BUYER.

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 hereunder of with any public Sector Enterprises in India 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 commercial bid, the BIDDER shall deposit an amount of Rs. Forty-Five Thousand only (Rs.45,000/-) as Earnest Money/Security Deposit, with the BUYER through any of the following instructions:
- (i) Bank DD/FDR/TDR/BG or Pay Order in favour of **Finance Officer, University of Allahabad**
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working day without any demur whatsoever and without seeking any reasons whatsoever. The demand or payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, if any, whichever is later.
- 5.3 In case of the 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 incase of a decision by the BUYER 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 BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, 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 Deposit (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 BUYER and the BUYER 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 BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Landing Rate of State Bank of India, 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 to the BIDDER from the BUYER 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 BUYER, 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 BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii). To debar the BIDDER from participating in future bidding processes of the University of Allahabad for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credits have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this 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 BUYER 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 Monitor(s) appointed for the purpose of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU at lower price, then that very price, with due allowance of relapsed time, will be applicable to the present case and the difference in the cost would be refundable by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform 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 BUYER.
- 8.6 The BIDDER(s) accepted that the Monitor has the right access without restriction to all Project documentation of the BUYER 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 Monitors shall be under contractual obligation to treat the information and documentation of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority or BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payments or commission, the BUYER 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 the seat of the BUYER.



11. Other Legal Action

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

12. Validity

12.1 The validity of his Integrity Pact shall be form date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of his Pact shall remain 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 _____

BUYER

BIDDER

Signature & Name of Purchase Officer

Authorized Signatory

University of Allahabad, Allahabad

Witness

Witness

1. _____

1. _____

2. _____

2. _____

* Provision of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign supplier.



Appendix -1

Declaration for Local Content

(To be given on Company Letter Head - For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date:

To,
The PURCHASE OFFICER
University of Allahabad
Allahabad-211002

Sub: Declaration of Local content

Tender Reference No:

Name of Tender / Work:

1. Country of Origin of Goods being offered:
2. We hereby declare that items offered has % local content.

"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*"*False declaration will be in breach of 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."*

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

