

**CENTRAL UNIVERSITY OF TAMILNADU  
THIRUVARUR**

**TENDER DOCUMENT  
FOR  
HIRING OF VEHICLES**



Tender No: **2021-22/06**

Date: **31.08.2021**

**Time schedule of various tender related events:**

<b>Events</b>	<b>Date</b>	<b>Time</b>	<b>Venue</b>
Date of Publishing/Commencement of Sale of Tender Document	<b>31.08.2021</b>	<b>13.00 Hrs. onwards</b>	-
Last date of sale of Tender Document	<b>20.09.2021</b>	<b>upto 13.00 Hrs.</b>	-
Last date for submission of Tenders	<b>20.09.2021</b>	<b>15:00 Hrs.</b>	-
Opening of Technical Bids	<b>20.09.2021</b>	<b>16:00 Hrs.</b>	Conference Hall Administrative Block, Room No. F1-02, (First Floor). CUTN



# 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.2021-22/06

Date: 31.08.2021

## INVITING TENDER FOR HIRING OF VEHICLES

1.1 The Central University of Tamil Nadu invites tender for hiring of vehicles (Innova/Indigo/Sumo/Etios or equivalent) on Monthly/Daily/Hourly basis for official needs initially for a period of one year. However, the contract may be extended for a further period subject to satisfactory performance at the discretion of competent authority of CUTN on mutual agreement on the existing terms and conditions. The interested parties/ service providers may submit their tender in the prescribed application forms (i) Technical Bid as per **Annexure-I**, (ii) Financial Bid as per **Annexure-II**.

### 1.2 Earnest Money Deposit (EMD)

- i. All the Bidders are exempted for furnishing EMD as per Ministry of Finance, Department of Expenditure, Office Memorandum No. F.9/4/2020-PPD dated 12.11.2020. Hence, the Bidder shall furnish, as part of their bid, a Bid Security declaration in lieu of **EMD** as per **Annexure V**.
- ii. The firms who are registered with National Small Industries Corporation (NSIC) / Small Scale Industries (SSI)/ Micro, Small & Medium Enterprises (MSMEs) shall submit a self-attested photocopy of valid registration certificate issued by competent authority for supply of laboratory equipment with the technical bid (if applicable).
- iii. Any bid not accompanied with the Bid Security declaration shall be rejected by the Purchaser as non-responsive

1.3 The Technical Bid (**Annexure-I**) and the Financial Bid (**Annexure-II**) should be sealed by the bidder/service providers in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. The outer envelope must be superscribed "**Tender for Hiring of Vehicles – Tender No.2021-22/06**".

1.4 The tender must reach the following address on or before **20.09.2021 by 15:00 Hrs.**

**The Registrar,**  
Central University of Tamil Nadu,  
Neelakudi, Thiruvarur 610 005.

- 1.5 The technical bids will be opened by the Tender Evaluation Committee on **20.09.2021 at 16:00 Hrs.** in the presence of representatives of the bidders. A maximum of one representative of any bidder shall be authorized and permitted to attend the bid opening. At the second stage, financial bids of the technically qualified Bidders will be opened for further evaluation and ranking before awarding the contract.
- 1.6 Successful tenderer will have to deposit the performance security money of Rs. 5,00,000/- (Rupees Five Lakh Only) through Demand Draft drawn in favour of “ Central University of Tamil Nadu, payable at Thiruvavur ” along with signing of the agreement after award of work.

## **2. Eligibility Conditions for Bidders**

- 2.1 The Contractor/Agency should be possessing at least ten **(10)** vehicles e.g. Innova/Indigo/Sumo/Etios/ equivalent etc. at the time of bid submission, the vehicles should not have been registered before 2017 and vehicles registered as commercial vehicles. In case university requires more than 10 vehicles at a time it will be the responsibility of the contractor to manage the same & provide from anywhere at the contractual rates.
- 2.2 The bidder should be registered with the Central Board of Indirect Taxes & Customs for the purpose of Goods & Service Tax.
- 2.3 The bidder should have overall experience in the field of supplying at least ten commercial vehicles / cars for atleast three years during last three years (w.e.f. date of issue of Tender Notice) to any Central / State Govt. organization or Public Sector Undertaking/Universities/other autonomous bodies.
- 2.4 The Average Annual turnover of the Bidder should be atleast **Rs.15 lakhs** in the last three financial years viz. 2017-18, 2018-19 and 2019-20. Audited financial statements or financial statement showing turnover duly certified by a Chartered Accountant to be enclosed as proof of the same.
- 2.5 The bidders should not have been blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. An undertaking to this effect in the company letter head duly signed by the owner / partner or both to be enclosed.
- 2.6 The tender shall be signed by the authorized person and his / her full name and status be indicated below the signature along with official stamp of the contracting agency/firm/company.

## **3. General Terms and Conditions**

- 3.1. The vehicles to be provided must be of year 2017 model or later and shall not exceed utilization of 1 Lakh Kms.
- 3.2. Availability of the vehicle must be 24 X 7 basis along with medically fit drivers who hold valid Driving License. The University has the right to suspend running of any of the vehicles during

- the currency of the contract.
- 3.3. Vehicles will be under the administrative control of the Central University during the contract period.
  - 3.4. Vehicles may be used for the Inter State travels, if required.
  - 3.5. The Contractor has to be registered with Goods and service tax Department and should submit a copy of GST Registration certificate
  - 3.6. The contract for hiring of the vehicle will be initially for a period of one year. However, the contract may be extended for further period upto one year upon mutual agreement on the existing terms and conditions, if the services of the contractor are satisfactory.
  - 3.7. The rates to be quoted are to be filled in the proforma given at **Annexure-II (a) & (b)**. The rates quoted shall be fixed for one year, irrespective of the increase in fuel rates, if any, occurring during the period of the contract. After one year of the contract, any change in the quoted rates shall be intimated to the University for Mutual Agreement for which the University has sole discretion.
  - 3.8. Preference will be given to the service provider registered with Government e- Market place.
  - 3.9. The contractor will have to give a written undertaking that he accepts all the terms and conditions of this tender. The contractor should also submit the tender document duly signed and stamped in all the pages.
  - 3.10. Vehicles will be at the disposal of the University throughout the duration of the contract except for the duration it goes for regular maintenance (only one day per month).
  - 3.11. Duty Slips in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of CUTN (**Annexure -III**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
  - 3.12. The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to cancellation of contract;
  - 3.13. Service Provider shall not engage any person below 18 years of age.
  - 3.14. University reserves the right to cancel the bids or for any particular vehicle without assigning any reason.
  - 3.15. The rates of taxi running are also to be quoted in the proforma attached.
  - 3.16. Halting charges, Night charges for drivers if any etc., in case of outstation, may be quoted separately in the commercial bid Proforma.
  - 3.17. Notwithstanding any clause/conditions above, the bidder may note that the vehicles provided / drivers deployed shall adhere to flexible in timing/usage considering the academic nature and work of the CUTN.
  - 3.18. Vehicles attached with Vice Chancellor and Statutory officers will have flexible timings and will be stationed at the designated places of the authority (or) residences of the officers as the case may be.
  - 3.19. The bid shall remain valid for **180 days** after the date of opening of bids.
  - 3.20. The successful bidder shall have to execute an agreement on the non-judicial paper of the value

of Rs.100/- duly signed and stamped.

3.21. The number of vehicle called for the service is left with the discretion of the University.

#### **4. Terms and conditions of Contract**

- 4.1 All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. will be borne by the contractor.
- 4.2 All drivers shall have valid driving license and proof of the same shall be provided by the Contractor.
- 4.3 Contractor would be responsible for the good conduct of the drivers employed and if at any point of time any driver is found to be working against the interest of the university, the said driver shall be removed by the University and an alternate driver shall be provided immediately to the university at no additional cost.
- 4.4 Contractor shall not deploy any vehicle running on LPG/CNG.
- 4.5 All hired vehicles shall be under the control of the University and shall be parked in Designated locations in the University premises when not in use during the period of hiring.
- 4.6 Vehicles should be fitted with necessary accessories to drive on State and National highways including during the nights. Fog lights are to be fitted.
- 4.7 Vehicles should also be fitted with Towing hook.
- 4.8 Contractor shall obtain vehicle fitness certificate from the Competent Authority, vehicle registration, comprehensive insurance, payment of road tax, inter-state permit, etc.
- 4.9 Vehicle should be able to move freely to the neighbouring States without any restrictions.
- 4.10 Contractor shall provide valid certificate of pollution check for the vehicle from the concerned authorities from time to time and the same shall be renewed well before the due date. Copies of the renewal certificates shall be deposited with the University.
- 4.11 All vehicles shall be comprehensively insured against all risks (including the driver and occupants & third party). Insurance policy shall be renewed well before the due date.
- 4.12 Vehicles which are in good roadworthy condition, not more than five years old.
- 4.13 The contractor should assume all liabilities and keep the University wholly indemnified against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the vehicles.
- 4.14 The University has the right to enter into contract for hiring of vehicles with one or more service providers/bidders. If there is no sufficient bidding for hiring for other outstation tours like Chennai / Bangalore etc. the hiring of vehicles in these locations shall be excluded from this tendering and separate contracting shall be entered into for such location. When there are different L1s for different class of vehicles, then University may resort to multiple contracts with different bidders based on the L1 status of vehicles.
- 4.15 The applicant should not assign this contract or any part thereof to any third party.
- 4.16 While the selection of the successful bidder will be based on L1, the University would decide upon the selection based on technical evaluation.
- 4.17 The successful bidder shall execute an agreement on acceptance of the contract, incorporating the terms of engagement based upon the terms specified in the tender document.
- 4.18 Performance Security: The successful bidder shall furnish the Performance Security of Rs.5,00,000/- in the form of Demand Draft from a Nationalized bank and shall be valid for 14 months from the date of contract. In case of extension of contract the performance security may

be revalidated accordingly to cover the contractual obligation. The Performance Security shall be released sixty (60) days after completion of all contractual obligations.

- 4.19. Driver should always carry all necessary documents like Registration papers, Insurance papers, Pollution Under Control (PUC) clearance, RTO tax payment papers, valid driving license (original) and all other documents that should be carried with vehicle as per rules & regulations of applicable laws.
- 4.20 In case of breakdown of any vehicle, the Contractor shall provide the another vehicle, within two hours at no extra cost. The University shall have absolute right to charge Rs.1,000 per day if the vehicle is not provided within two hours.
- 4.21 In case of any accident to the vehicle, it will be the responsibility of the contractor or his representative (drivers) to lodge FIR etc. with police. All RTO issues and traffic violations are to be taken care by the contractor.
- 4.22 The contract is valid for providing services of vehicle hiring and at no point of time any or all of the Staff of contractor shall raise a claim for employment in the Central University of Tamil Nadu.
- 4.23 Drivers should carry sufficient cash for discharging obligations on account of parking charges & toll taxes. Parking charges & toll fee will be reimbursed, upon the submission of documents along with such claims.
- 4.24 Lodging, boarding, transportation of drivers shall be the contractor's responsibility.
- 4.25 In the intervening period, if a temporary vehicle is provided by the Contractor and its mileage will be taken separately from reporting to discharging and will be added to the total log book for the month.
- 4.26 The driver provided by the contractor should fulfill the following conditions:
  - a. Should be in possession of valid driving license issued by RTO for the class of vehicle he is driving.
  - b. Should wear uniform which should be properly washed / ironed (Khaki Pant & White Shirt).
  - c. Should be able to read and write Tamil/English, and have minimum three years of experience.
  - d. Should not smoke or drink; chew Pan/Pan masala/Tobacco inside the car both while driving or otherwise.
  - e. Should not get indulged in any activity inimical to security of the officers traveling in his car.
  - f. Should be in possession of Mobile phone with valid connection.
  - g. Should not use mobile phone, while driving.
  - h. Minimum wages recommended by GOI for drivers should be followed.
  - i. The age of the driver should be between 18 – 40 years and Medical Fitness Certificate issued by Competent Authorities from Government Hospital has to be produced while engaging drivers for duty after award of contract.
  - j. Drivers shall follow necessary Covid-19 precautionary norms.

In the event of driver not being in presentable dress, not behaving properly, engaging in rash

and unsafe driving, the University shall have right to expel or refuse entry to such drivers and vehicle to be treated as absent.

The rules & regulations stipulated for drivers by the firms apart from the tender conditions in the document have to be provided in the form of undertaking and the signature of the drivers has to be obtained and the copy of the same has to be provided by the contractor to the University for record purpose after award of contract.

- 4.27 Statutory Requirements: It is desirable to have the Registration with EPF & ESIC. However, if the Service Provider does not possess any or both the above, they shall obtain the same within one month of commencement of Contract as per the rules applicable for the service.
- 4.28 Driver should be alert /careful enough to take care of items/material kept in the vehicles.
- 4.29 Vehicle should carry portable fire extinguisher.
- 4.30 The contractor shall not refuse to provide the vehicles for outstation travel.

## **5. Terms of Payment**

- 5.1 Monthly bills shall be submitted in duplicate to the authority specified in contract, along with photo copy of logbook duly signed by the controlling officer/ duty slip (in case of daily/ hours basis vehicle) and payment will be processed on monthly basis. Contractor will submit an undertaking along with monthly bills that he will deposit the EPF & ESI in time. The last bill will be processed only on showing the receipt of depositing of all previous EPF & ESI for this contract.
  - 5.2 **TDS and other statutory levies as applicable will be deducted from contractor's bill as per Govt. Instructions from time to time GST will be paid to the contractor on reimbursement basis based on proof of remittance of the GST amount raised in the invoice to the government.**
  - 5.3 Payment terms are as described in Annexure II (a) and II (b) of the financial bid.
- 6. Termination:** The University may, without prejudice to any other remedy for breach of contract/ terminate the contract in whole or in parts in the event of the following:
- 6.1 If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by University.
  - 6.2 If the contractor fails to perform any other obligation(s) under the contract.
  - 6.3 In case the Contract has to be terminated, 30 days notice in writing shall be given by the either side.
- 7. Jurisdiction:** All disputes arising out of this contract shall be subjected to the jurisdiction of Thiruvvarur Court/ Madras High Court.

## **8. Relationship Certificate**

- 8.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and CUTN will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) Spouse.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is "I.....s/o.....r/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in CUTN as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CUTN shall have the absolute right to take any action as deemed fit/without any prior intimation to me." (as per **Annexure-IV** )

## **9. Submission of Documents**

Documents required to be submitted for establishing Bidders Eligibility and Qualifications:

- 9.1 Proof of ownership: The commercial vehicles under direct ownership of the company (minimum 10 Nos.) (or) under lease to the Contractor / Agency, duly stamped, as per Clause 2.1. The RC book should be registered in the name of the Company / lessor of the commercial vehicle.
- 9.2 Registration certificate for GST, as per clause 3.5. (Self-attested Photocopy)
- 9.3 Registered Partnership Deed or Articles/Memorandum of Association in the case of partnership firm or Pvt. Ltd. Co. respectively.
- 9.4 Experience certificate from appropriate authority as per the Clause No. 2.3 of the tender document.
- 9.5 Proof of Annual Turnover as per the Clause No.2.4 of the tender document.
- 9.6 Photo copy of PAN Card (self attested)
- 9.7 Integrity pact duly signed & stamped
- 9.8 Bid declaration form duly signed & stamped



9.9 Under taking for not block listed

## 10. Amendment to bid document

10.1 At any time, prior to the date of submission of bid, the University, for any reason whether at its own initiative or in response to a clarification required by a bidder, modify the bid document by amendments.

10.2 Such amendments shall be notified and shall be displayed on University website and these amendments will be binding on all prospective bidders.

Without prejudice to the above terms & conditions, the University shall have the right to include / modify any provision, as deemed fit, at a later stage.

## 11. Integrity Pact:

- a) As per the directives of the Central Vigilance Commission all government department/ organizations/ Universities have to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major public procurement activities. The integrity pact envisages an agreement between the prospective bidders/ vendors with the buyer committing the persons/ officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. **Only those bidders/ vender who are willing to enter in to such an integrity pact with the purchase would be competent to participate in the bidding.**
- b) The integrity pact would be effective from the date of invitation of bids till complete execution of the contract.
- c) The model format of integrity pact (IP) is at Annexure – VI“A”.

**Signature of Bidder with seal**



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## APPLICATION FORM FOR HIRING OF VEHICLES

1 Name of the Contractor/Agency : \_\_\_\_\_

2 Complete Address : \_\_\_\_\_

\_\_\_\_\_

3 Telephone Number(s)	:	_____
4 Mobile Number	:	_____
5 E-mail address	:	_____

6. Bid Security Declaration in lieu of EMD as per Annexure -V:-----

7 GST Registration number issued by the Central : \_\_\_\_\_

Excise Dept. in favour of the contractor/agency

8 PAN Number issued by the IT Dept. in favour of the : \_\_\_\_\_

contractor/agency

9 Any Other Details : \_\_\_\_\_

10 **Enclosures:**

- (i) EMD declaration as per format
- (ii) Copy of GST Registration number
- (iii) Copy of PAN Card,
- (iv) Copy of Income Tax Return of Financial year 2017-18, 2018-19 & 2019-20
- (v) List of vehicles along with Certificate of Registration (RC)
- (vi) EPF Registration
- (vii) ESI
- (viii) Integrity Pact
- (ix) Near Relative Certificate

Signature of Bidder with seal



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Annexure-I

## Technical Bid

AGENCY/FIRM/COMPANY PROFILE		
Sr. No.	Required information	Description
1	Legal status (Individual, proprietary, partnership firm, limited company, etc.)	
2	Month and Year of commencement business.	
3	Existing total passenger vehicles owned in the name of agency / firm / Individual/ company (attach registration certificates & Insurance Policies)	
4	Annual Turnover in the field of providing passenger vehicles on hire basis done during the last Three years (please submit documentary evidence i.e. extract of Profit and Loss account, Balance Sheet & Income Tax return filed)	2017-18 : 2018-19 : 2019-20 :
5	Total no. of drivers	
6.	Previous experience of providing vehicles to Central / State Govt. organization or a Public Sector Undertaking / Universities / Other autonomous bodies (Please attach client certificate / work orders etc., clearly giving period of contact)	

Signature of Bidder with seal

## **CHECK LIST**

1. Application Form (Technical Bid) as per Annexure I
2. Application Form (Financial Bid) as per Annexure II (a) & II (b)
3. EMD declaration format as per Annexure - V
4. GST Registration Certificate (Enclose copy of the Certificate)
5. Written undertaking regarding accepting all the terms and conditions of the tender document. Tender document signed in all the pages with seal of the bidder.
6. PAN (Enclose copy of the Certificate)
7. Proof of ownership of 10 vehicles with models not older than 2017
8. Copy of Registered Partnership Deed or Articles / Memorandum of Association in the case of partnership firm or Private Limited Company
9. Experience Certificate in the field in supplying at least ten commercial vehicles/cars (on full time basis) for at least three years during last three years (w.e.f. date of issue of Tender Notice) to any Central / State Govt. organization or a Public Sector Undertaking / Universities / Other autonomous bodies.
10. Annual Turnover for the last three financial years viz. 2017-18, 2018-19 and 2019-20 Audited financial statements or financial statement showing turnover duly certified by a Chartered Accountant to be enclosed.
11. Near Relative Certificate as per Annexure - IV
12. Certificates / Undertaking to the effect that the bidder had never been blacklisted by any of the Government Organisation / Agencies.
13. Integrity Pact as per Annexure - VI

**DECLARATION**

I, \_\_\_\_\_(name of the person) hereby  
declare that I am authorized to sign this document and that:

- 1) All the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false/ incorrect or that our agency do not satisfy the eligibility criteria, our candidature/empanelment is liable to be cancelled/ terminated.
- 2) I understand that the decision taken by the Central University of Tamil Nadu is final and binding in all matters.
- 3) I hereby agree to work as per the terms and conditions stipulated by Central University of Tamil Nadu
- 4) I understand that the Central University of Tamil Nadu reserves the right to accept or reject and to cancel the empanelment process and reject all expression of interests at any time prior to the award of the contract, without detailing any specified reasons whatsoever.

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

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

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

**Signature of Bidder with seal**



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Annexure – II (a)

## Financial Bid

### Monthly Basis:

Name of Vehicle	Standard running <u>Kms</u> per month (All Inclusive Rates for A/c Vehicle + Driver + Fuel+GST)		Rate for extra kilo meters beyond standard kms	Night Charges of Drivers [lump sum] (in case of out station duty)
	Driver Duty 12 Hours	Driver Duty 24 Hours		
<b>Category - A</b>				
Tata Indigo/Etios (or) equivalent				
<b>Category – B</b>				
Tata Sumo (or) Equivalent				

\* If any additional charges for halting allowance, including continuous journey, may be specifically mentioned in the quote.

### **Note:**

**1. Category A:** Indicates the group of vehicles of same specification but of either /or (of two different) models. The maximum Kilometer usage on tender condition of Category A is 1000Km per vehicle and the time duration of per day usage is 12/24 hours. In Category A the request proposes four numbers of such vehicles all of the same category and condition. Hence the total Kilometer for four vehicles works out to be 4000 km. The payment for Category A will be made of on collectively taking all four vehicles 4000 km as one in whole. The additional kilometer above 4000km will be charged with extra mileage rate by the vendors/ travel agencies. Similarly extra hours run may be also charged as per the quote of the vendors / travel agencies.

**2. Category B:** The vehicle has to be hired for 2500Km with 24 hours and the bill has to be provided separately. In case if exist more than 2500 km, the vendors / travel agencies may separately claim for extra km and extra hours. In category B the request proposes one number of such vehicle. Whenever university requires extra vehicles, it will be the responsibility of the contractor to manage the same & provide from anywhere at the contractual rates.

**Date:**

**Place:**

**Signatory:**

**Signature of Authorized**

**Seal:**



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Annexure – II (b)

## Hourly / Daily Basis \*

Name of Vehicle (All Inclusive Rates for A/c Vehicle + Driver + Fuel)	2 hours & 20 kms.	4 hours & 40 kms	6 hours & 60 kms	8 hours & 80 kms	10 hours & 100 kms	12 hours & 120 kms	24 hours & 200 kms.	Rate for Extra Hour	Rate for Extra km	Halting Charges	Night charges for drivers [in case of outstation duty]
Category - A											
Tata Indigo/Etios (or) equivalent											
Category – B											
Tata Sumo (or) Equivalent											

\* (i) Hours/distance calculation should commence from the time of reporting of vehicle at CUTN/at designated places.

(ii) If the travel exceeds the hours/distance slab, the rate will be decided whichever beneficial to the University, calculating the extra kilometer or fitting in the next slab.

Date:

Place:

Signatory:

Signature of Authorized

Seal:

**FORMAT OF DUTY SLIP**

**(Print Name of the company & address)**

Sl. No.....

Date.....

**(to be filled by contractor )**

1. Registration No of Vehicle:.....

2. A/C or Non-A/C ....., Model & Year .....,

Petrol/Diesel.....

3. Name, Designation & address of user

.....  
.....  
.....

**(to be filled by user )**

4. Purpose of Journey (detail) .....

5. Places visited .....

6. Meter Reading at Starting Point ..... at closing Point .....

7. Total KMs Run .....

8. Time at Starting Point ..... at closing Point .....

9. Extra Detention Hours (beyond duty Hrs.) .....

10. Charges for Parking/Toll Tax etc.....

11. Number of Night Halts (for outstation journey only) .....

Driver's Name & Signature

Signature of User

**Signature of Bidder with seal**



**NEAR RELATIVE CERTIFICATE  
(To be given by ALL Directors)**

I \_\_\_\_\_ S/o. Shri \_\_\_\_\_

R/o \_\_\_\_\_ hereby

certify that none of my relative (s) as defined in the tender document is / are employed in CUTN as per details given in tender document. In case at any stage, it is found that the information given by me is false /incorrect, CUTN shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Dated:

Signature .....

Name in block letters of the signatory .....

In capacity of .....

**NOTE:**

- In case of Company / Institution/ Body corporate, a list of all Board of Directors may be submitted along with the bid.
- In case of Company / Institution/ Body corporate, “Near Relative Certificate” are required by all the Directors of Company / Institution/ Body corporate excluding Government of India /Financial Institution nominees and Independent non-official part time Directors appointed by Government of India or the Governor of State.
- In case of Proprietorship firm, certificate will be given by the proprietor.
- For Partnership firm, certificate will be given by all the partners.
- The ‘Near Relative Certificate’ should be submitted as per clause 8

**Signature of Bidder with seal**

**EMD Declaration format :**

**ANNEXURE -V**

**BID SECURITY DECLARATION FORM**

**(In lieu of EMD, as per the directions of MOF, DOE, GOI. OM No.F.9/4/2020-PPD dated 12.11.2020)**

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

Tender No.2021-22/06

To

The Registrar,  
Central University of Tamil Nadu,  
Thiruvarur.

Sir/Madam,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the bid for an on behalf of M/s. \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate Seal:

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**INTEGRITY PACT**

**To,**

The Registrar,  
Central University of Tamil Nadu,  
Thiruvarur.

**Sub:** Submission of Tender for the – **Hiring of vehicles** at Central University of Tamil Nadu,  
Thiruvarur.

**Sir/ Madam,**

I/We acknowledge that Central University of Tamil Nadu, Thiruvarur is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, Annexure VI 'A' which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Central University of Tamil Nadu, Thiruvarur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Central University of Tamil Nadu, Thiruvarur shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully,

**Signature of Bidder with seal**

*(To be submitted on non-Judicial stamped paper(Rs.100/-)*

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 2021

**BETWEEN**

The Registrar, Central University of Tamil Nadu, Thiruvavur, (Hereinafter referred as the **‘Principal/Owner’**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....(*Name and Address of the Individual/firm/Company*) through ..... (*Details of duly authorized signatory*) (Hereinafter referred to as the **“Bidder/Contractor”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (Tender Ref. no: **2021-22/\_\_\_\_\_**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **Hiring of Vehicles** at Central University of Tamil Nadu, Thiruvavur.

hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

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

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

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

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision

through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 60 days after the completion of work under the contract including extension period (if awarded) and for all other bidders, till the Contract has been awarded. (if applicable)

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CUTN.

**Article 7- Other Provisions**

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

**Article 8- Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

**WITNESSES:**

1 .....  
(signature, name and address)

2 .....  
(signature, name and address)

Place:  
Date :