

தமிழ்நாடு மத்தியப்
பல்கலைக்கழகம்



CENTRAL
UNIVERSITY OF
TAMIL NADU

தமிழ்நாடு கெந்திரிய
விஸ்வவித்யாலய

ESTABLISHED BY AN ACT OF PARLIAMENT IN 2009

நீலக்குடிபரிசர்/Neelakudi Campus ,திருவாரூர்/Thiruvarur- 610 005

estate@cutn.ac.in

04366 277 466

Estate Section (Civil)

TENDER DOCUMENT

(Two bid system)

“TECHNICAL BID”	
Tender Id no	CUTNCVL20212216
Tender Ref. no	CUTN/ENGG/CVL/Tender/2021-22/16
Name of Work	Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur.
Value of Work	Rs. 11,30,075/-(11.80 Lakhs)
Period of Work	02 months
Date of issue of Tender	25.01.2022
Last Date & Time for Receipt of Tenders	14.02.2022 upto 15:00 Hrs (Office time)



तमिलनाडु केन्द्रीय विश्वविद्यालय

संसदद्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

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

Estate Section

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NOTICE INVITING TENDER (NIT)

01	Tender Ref. no	:	CUTN/ENGG/CVL/Tender/2021-22/16
02	Name of work	:	Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur.
03	Estimated cost	:	Rs. 11,30,075/-
04	Earnest Money Deposit (EMD) fee (Refundable)	:	Rs.22,602 /- (In the form of Demand Draft drawn in favour of Central University of Tamil Nadu payable at Thiruvarur.) (or) copy of NSIC/MSME/SSI Registration. (if available)
05	Tender document fee	:	NIL
06	Validity of Tender	:	90 days (From the date of opening of Financial bids)
07	Type of Tender (Works/Goods/Services)	:	Works (Garden works contract)
08	Period of Work	:	02 months (From the date of commencement of the work which will be calculated from the date of handing over of site to the contractor.)
09	Defects Liability period (DLP)	:	06 months (From the date of actual completion of entire work and handing over to CUTN, Thiruvarur)
10	Date of issue	:	25.01.2022
11	Date & time of Pre-bid meeting	:	Admin building, CUTN. On 03.02.2022 at 11.30 Hrs,
12	Last date & time for receipt of Tenders	:	14.02.2022 upto 15:00 Hrs (Office time)
13	Date & time of bid opening	:	
	(a) Technical bid opening	:	14.02.2022 at 15:30 Hrs (Office time)
	(b) Financial bid opening	:	(Will be intimated through email separately, for those who are technically qualified based on the evaluation as per the conditions specified in the tender document.)
14	Address for submission of Tender	:	The Registrar , Central University of Tamil Nadu, Neelakudi campus, Thiruvarur, Tamil Nadu - 610 005. With a mark of kind attention to: The Executive Engineer, Engineering section, CUTN, Thiruvarur.
15	Procedure for submission of Tender	:	1 st Cover: EMD details. 2 nd Cover: Technical Bid. 3 rd Cover: Financial Bid. 4 th Cover: Larger outer cover (Wrapper) containing covers 1, 2 & 3. (All the covers must be marked separately)

- Bidders are advised to regularly check our website (www.cutn.ac.in) for any corrigendum/amendments till the opening of tender. All pages should be signed by bidder. The tender document contains **1 to 37** pages.

Registrar,
CUTN, Thiruvarur



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The Registrar, Central University of Tamil Nadu (CUTN), Neelakudi campus, Thiruvarur-610 005 invites sealed Tender in Two Bid system (1. Technical, 2. Financial) from contractors having similar experience of working in Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government.

Name of Work	Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur.
Earnest Money Deposit (EMD) fee (Refundable)	Rs. 22,602/-
Period	02 (Two) months.

Eligibility Criteria:-

1) Experience of having successfully completed similar work individually cost not less than as stated below during the last 7(seven) years ending previous day of last date of submission of tender application.

(i) Three similar works* experience, one of them should Fully or Partly Garden development & maintenance/ landscape/ Horticulture works, at least one of them should also be for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government each of value not less than Rs. 4,52,030/-.

(Or)

(ii) Two similar works* experience, one of them should Fully or Partly Garden development & maintenance/ landscape/ Horticulture works, at least one of them should also be for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government each of value not less than Rs. 6,78,045/-

(Or)

(iii) One similar work* Fully or Partly Garden development & maintenance/ landscape/ Horticulture works experience in Central/State Government/ Public sector undertakings/ Autonomous Organisations of the Central/State Government value of cost not less than Rs. 9,04,060/-.

2) "Performance certificate" from the department where the work completed, (Minimum good & above). (Form-A)

(*) "Similar works" means experience in Fully or Partly Garden development & maintenance /landscape/Horticulture works. Technical qualified agency should make a presentation before Financial bid opening.

The cost/value of executed works shall be brought to current cost level by enhancing the actual cost/value of work at simple rate of **6.5% per annum**, calculated from the date of completion to previous day of last date of submission of tender application. Work Completion certificates, Performance certificates issued by Competent Authority will only be considered. Competent Authority means officer not below the Rank of Executive Engineer/ Equivalent would be acceptable. Necessary documentary proof like "Work Completion Certificates" in case of works carried out for Government Departments and TDS in case of works carried out for private parties should be enclosed in addition to the completion certificates.

"Cost/value of works" means final cost as mentioned in the final bill carried out under single contract including cost of materials, if any, supplied by clients. However the cost of materials issued free of cost shall not be considered for calculating the cost/value of work.

3) **Annual Turnover:** Average Annual Financial turnover should be at least 5.65 Lakh

- during the immediate last 3 consecutive financial years. (IT return submission)
- 4) **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last Three consecutive balance sheets, duly audited and certified by the Chartered Accountant. (*Form –B*)
 - 5) **Solvency Certificate:** Should have a latest solvency certificate of Rs. 4.52 lakh from any Nationalised / scheduled Bank. (*Form: C*)
 - 6) Contractor has to submit separate registration code No. for PAN, GST, ESI, EPF, Labour license (renewal /current), Labour Identification Number (LIN) on contractor's name / firm.
 - 7) Joint venture bids are not permitted and shall not be accepted or considered and shall be summarily rejected.
 - 8) The bidder shall provide and submit information and details regarding litigation/Arbitration cases, if any, for the last 3 years.

Procedure for submission of Tender:

The Tender should be submitted in four covers as detailed below. The address along with the contact number has to be mentioned in all the covers.

1st Cover:- Sealed & Super scribed as “Tender – DD towards EMD & Tender Ref No: CUTN/ENGG/CVL/Tender/2021-22/16.

(This cover should contain *Earnest Money* in the form of *Demand Draft* or Attested copy of *exemption certificate* registered with NISC/SSI/MSMEs in sealed cover.)

2nd Cover:- Sealed & Superscribed as “Tender –Technical Bid & Tender Ref No: CUTN/ENGG/CVL/Tender/2021-22/16.

(This cover should contain *Technical Bid* in sealed cover with relevant documents in support of eligibility criteria as mentioned in the tender document; terms and conditions (tender document) each page duly signed along with supportive documents. Any bid not signed on each page and without authorization may be rejected.)

3rd Cover:- Sealed & Superscribed as “Tender –Financial Bid & Tender Ref No: CUTN/ENGG/CVL/Tender/2021-22/16.

(This cover should contain the *Financial Bid* (as attached in this tender document) with the *type written* filled details. All the items are needed to be filled. The rate quoted should be clearly mentioned in both numeric and in words without any overwriting/correction as mentioned in the document. Any bid not signed on each page and without authorization may be rejected.)

4th Cover (Master cover):-

The fourth cover (master cover) should contain all the above mentioned three separate covers (EMD Cover, Technical bid cover, Financial bid cover). All the three covers are to be sealed and kept in one single larger size outer cover (Fourth cover) which should also be sealed and super scribed as below.

Each of the four covers shall **also** be super scribed with the following details:-

Tender reference number: CUTN/ENGG/CVL/Tender/2021-22/16 dated 25.01.2022 for Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur.

[Kind attention: The Executive Engineer, Engineering section, CUTN, Thiruvarur]

Last date of tender submission : **14.02.2022** upto 15:00 Hrs (Office time)

Name of the section inviting this tender : Engineering section

Name and complete address of the bidder:

If all the three inner covers and one outer cover (i.e., Larger cover) are not sealed and marked as instructed by CUTN will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected.

The tender must reach “The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur, Tamil Nadu 610 005” With a mark of kind attention to: The Executive Engineer, Engineering section, CUTN, Thiruvarur by register post or by hand on or before **14.02.2022** upto 15:00 Hrs (Office time). The Tender shall be opened on **14.02.2022** at 15:30 Hrs.

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

Tender submitted by post should be sent superscripting "Register Post with Acknowledgement Due". These should be posted with due allowance for any postal delay. Tender received after due date and time of opening tenders will be rejected and Central University of Tamil Nadu (CUTN) will not be responsible for any postal delay.

It is tenderer's responsibility to watch for any corrigendum or amendment till the opening of the particular tender that will be posted only at CUTN website (www.cutn.ac.in).

1. Tenders received in time will be opened at **15:30 Hrs** (Office time) on **14.02.2022 at Admin Building, CUTN, Thiruvarur** in the presence of Tenderers or their authorized representatives by a committee duly constituted for this purpose. In the event of this day being declared as a holiday, the tenders will be opened at the scheduled time and place on next working day.
2. Other details and the method of evaluating the capacity of the prospective contractors are detailed in the enclosed documents.
3. The Registrar, CUTN reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
4. After award of the contract, if performance of the selected contractor is not found to be satisfactory during the Contract period, CUTN reserves the right to terminate the contract at any time by giving due notice and forfeiting from the bills to compensate the extra cost to be incurred by CUTN in carrying out the service through alternate agency.
5. The Registrar, CUTN also reserves the right to disqualify such bidders in the future tenders whose performance was not satisfactory against the earlier contracts entered into CUTN, Thiruvarur.

Earnest Money Deposit (EMD):-

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. EMD shall be furnished in the form of Demand Draft drawn in favour of **Central University of Tamil Nadu** payable at **Thiruvarur**. Without EMD or EMD in any other form, the tender documents will not be opened and will be rejected summarily. The bidders who are registered with National Small Industries Corporation (NSIC) or Small Scale Industries (SSI) or Micro, Small and Medium Enterprises (MSMEs) are exempted from EMD. However, for claiming this exemption, the bidders must furnish an attested copy of the exemption certificate indicating Date of registration, validity period of the registration, whether registered for works/items for which tender has been floated.

The rate of earnest money deposit shall be as below:

- **2%** of the estimated cost put to tender (i.e.)**Rs.22,602/-**

Refund/ forfeiture of Earnest Money Deposit (EMD)

EMD by the tenderer will be forfeit if the tenderer does not commence the work within the period as per LOA / Contract. In case the LOA / contract is silent in this regard then within fifteen (15) days after award of contract the tender will be cancelled. EMD submitted by all unsuccessful tenderers shall be refunded normally within fifteen (15) days of acceptance of award of work by the successful tenderer. EMD of successful tenderer will be returned after receiving Performance Guarantee. EMD shall not carry any Interest.

If lowest tenderer withdraws his tender before the said period or issue of acceptance, whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the University, then CUTN, shall without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money.

Performance Guarantee (PG):-

The successful tenderer, hereafter referred to as the contractor, shall deposit an amount equal to **03 %** of the tendered and accepted value of the work (without limit) as performance guarantee in the forms of: Demand Draft or A scheduled bank guarantee or Banker's Cheque.

The time allowed for submission of the performance guarantee by the contractor shall be decided by the CUTN approving authority for a period ranging from **4 to 15 days** of issue of the Letter of Acceptance, depending upon the magnitude and/or urgency of the work.

The Performance Guarantee shall be initially valid up to the stipulated date of completion and defect liability period plus sixty (60) days plus beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.

Unless the contractor whose tender is accepted, signs the Contract Agreements and makes the necessary Performance Guarantee (PG) specified in Para above within fifteen (15) days of the date of the order directing him to do so, the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.

CUTN shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to CUTN under the terms of this contract or under any other contract with CUTN may be deducted from the Last bill.

Return of Performance Guarantee (PG):-

The Performance Guarantee will be returned to the contractor after 60 days on successful completion of the contract and handing over to CUTN, Thiruvarur including extension period (if awarded) plus defects liability period.

Defects Liability period (DLP):-

Generally, the Defects Liability period (DLP) for any work under Central University of Tamil Nadu(CUTN) will be six(6) months from the date of actual completion of the entire work and handing over to CUTN, Thiruvarur as a whole, wherein all the defects shall be rectified by the contractor at his own cost. However the contractor shall be responsible for safety, quality and soundness of this work including structural elements beyond defect liability period.

Notification of award of works:-

The Letter of Acceptance (LOA) will be issued by CUTN, Thiruvaur to the successful bidder. The issuance of LOA shall not constitute an award of work.

Validity of Bids:-

The bid shall be valid and open for acceptance of the competent authority for a period of minimum 90 days from the date of opening of the financial bids and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained. A bid valid for a shorter period shall be rejected by the CUTN as non-responsive and the EMD paid along with it will be forfeited.

Payment:-

Payment will be made on submission of bill on satisfactory completion of works. All payments shall be made in Indian currency by means of NEFT or RTGS with a reasonable time, after the certification of bills by the Estate section. The Contractor shall submit their Bank account details as given in Annexure-II with bills. Necessarily bill should be submitted by the contractor after obtaining the signature from the Engineer in charge by obtaining all formalities. The following payment will be recovered from the bills: Statutory deductions like Income Tax, as applicable. Any other recovery if becomes due.

GST amount raised in the invoice will be reimbursed on submission of proof of remittance to the government.

No advance payment will be made to the contractor

Disallowance of payment:-

If payment has been made in bill for any item of work but later on some defect is noticed, Engineer In-Charge is authorized to disallow the payment in the subsequent bills till rectification of the work.

Last & final bill:-

The Last & final bill complete in all respect shall be submitted by the bidder within **Sixty (60) days** from the date of completion of work. The total quantity may vary as per actual work execution/site requirement/and user suggested changes during execution.

Settlement of final bill shall be made subject to deduction of all dues recoverable from or payable by bidder, settlement of all disputes and furnishing of all required documents/clarifications and grant of extension of time, if any, by CUTN's competent authority.

CUTN reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. Such recovery shall be enforced any time even after passing the final bill.

The Contractor should submit the last & final bill along with a "NIL CLAIM CERTIFICATE"

Important Instructions To Tenderers

Section-I

1. General

1. Items of work other than those mentioned in the Bill of Quantities (Tender Schedule) attached hereto will be carried out at the rates to be fixed by this University as per relevant clauses of CPWD Works Manual.
2. Time is the essence of the contract. Being a time bound project, the contractor should make all efforts to complete the work in time.
3. Even though the overall completion period is indicated as **02 months** the work shall be completed progressively and handed over as per agreed split up schedule if any.
4. The tender value includes cost of cement, reinforcement steel, structural steel and all other related material required for completion of the work.
5. The tenderers are advised to visit the site and get themselves acquainted with the site conditions before submitting the offer.
6. Tender quantity is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract vary by more than 30% (thirty percentages).
7. Quoted rate shall remain valid for a period of 90 days from the date of opening of Financial bids (i.e.) from the date of tender opening for the release of work order and will be firm throughout the contract period of **02 months** or till completion of work, once awarded and no cost escalation is allowed on any account.
8. The item rate offered is for finished item of works and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete.
9. The Tenderer should be a GST Registered Contractor and should have filed returns with respect to GST and proof of documents should be furnished. If the proof of ESI, EPF & GST registration is not furnished the tender of the tenderer will not be eligible for opening financial bid and become disqualified.
10. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rates quoted shall be deemed to be inclusive of all such contingencies.
11. The work shall be carried out as per drawings released then and there, BIS/CPWD specifications, and standard code of practice and as per the instructions of Engineer-in-charge.
12. All the materials to be used in the work and the nature of work shall conform to the respective BIS, CPWD and National Building Organisation, Standard Specifications forming part of "Delhi standard schedule of rates" specifications. All materials brought by the Contractor for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work.
13. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot, whose strength depends on the value of contract awarded. The contract should arrange for surveying construction site at his own cost.

14. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule. The works contract to be entered into with the successful tenderer will be governed by the CPWD Works Manual in force. The contractor shall strictly adhere to various labour laws in force.
15. To safeguard the persons working at height in roof, wall etc., sufficient number of Industrial Safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
16. The tenderer has to deploy adequate labour of required categories such as Unskilled, Skilled, Mason, Carpenter, Plumber, Welder, Fitter, Mistry, Technically experienced, etc. so as to execute the works simultaneously in all areas of work.
17. Expertise labour only to be engaged for specialized items of work like laying of ceramic tiles, marbles, cuddapah slabs, granite slabs and false ceiling, partition, wall panelling, architectural finishing etc. and work experienced persons shall be engaged for fabrication, water supply and aligning works, sewerage system work, etc.
18. The contractor shall follow norms of CUTN security system for movement of men & materials within the University premises.
19. The contractor should extend fullest co-operation with the third party agencies engaged, if any by CUTN, to adhere the Quality Control Procedures ensuring quality. The contractor should also extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
20. Tenderers are requested to furnish a cancelled cheque leaf to accept Electronic fund transfer / RTGS transfer for any payment from Central University of Tamil Nadu, Thiruvavur.
21. No advance / mobilization advance will be given. LD / Penalty clause is applicable as per CPWD Works Manual in force.
22. Central University of Tamil Nadu, Thiruvavur reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract awarded against a different Tender.
23. Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided in the Financial Bid. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any arithmetic deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
24. Tenders received after the due date and time of opening, will not be accepted. The contractor's responsibility under this contract shall commence from the date of receipt of the LOI/LOA by the tenderer. The scheduled period of completion for this work is as mentioned in page No. 02, and the Contractor will have to plan his work accordingly.
25. All the documents shall be duly signed with seal in all pages. Any deviation to this tender terms & condition and schedules of this tender will cause total rejection of the offer submitted. Incomplete offers will become liable for rejection.
26. The works contract to be entered into with the successful tenderer will be governed by the CPWD Works Manual in force.

Compensation for Delay:-

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of CUTN on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by CUTN on the contract value of the work for every week that the progress remains below or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified. For this purpose the term '**Contract Value**' shall be the value at contract rates of the work as ordered and the compensation for delay is by way of recovery @ **1.5% per week of delay** and the total amount of compensation for delay to be recovered under this condition shall not exceed 10% of the contract value or of the contract value of the item or group of items of work for

which a separate period of completion is given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the CUTN.

Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Hon'ble Vice Chancellor/ Registrar of CUTN and if Hon'ble Vice Chancellor/ Registrar is unable or unwilling to act, to the sole arbitration of some other person appointed by the Hon'ble Vice Chancellor/ Registrar, willing to act as such arbitrator. The cases referred to Arbitration shall be other than those for which the decision of the Engineer-in-charge is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of CUTN and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Hon'ble Vice Chancellor/ Registrar as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The *Arbitrator* shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings. The *arbitrator* shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the *Arbitrator* in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply or its amendments for arbitration shall be applicable.

Force Majeure:-

If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of **GOD** (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within **Twenty one(21) days** from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non-performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by CUTN subject to prompt notification by the tenderer to CUTN of the particulars of the events and supply to the CUTN if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries. The correspondence exchanged against the tender from both tenderer and CUTN through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective

company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the computer generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the tenderer, the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business. Tenderers participating in the tender should declare in their Technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to CUTN. If no such details are mentioned in the offer then it will be construed that the subject tenderer is not under any such hold. But at a later date, if it comes to the notice of CUTN about any such hold under enforcement on the subject tenderer, CUTN will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject tenderer in that tender. Such tenderers will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on-going tenders even if participated till the hold is officially lifted and confirmed in writing.

Section-II

General Conditions of Contract

1. Items of work other than those mentioned in the Bill of Quantities (Tender Schedule) attached hereto will be carried out at the rates to be fixed by this University as per relevant clauses of CPWD Works Manual.
2. The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documents on the part of the Contractor.
3. The works contract to be entered into with the successful tenderer will be governed by the CPWD works Manual 2019 or the latest in force.
4. The successful tenderer/Contractor shall observe all safety regulations and take necessary safety precaution as called for and Safety Precautions enclosed herewith.
5. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rate quoted shall be deemed to be inclusive of all such contingencies. The quantity of work may be varied; actual work shall be executed as per site requirement. The extra item work may be made if required.
6. All the materials to be used in the works and nature of work shall conform to respective CPWD, BIS and National Buildings Organisation Standard Specifications and shall be got approved by the Engineer – in – charge before actual incorporation in the works.
7. All materials brought by the Contractor for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work
8. Engineer in charge or his duly authorized representative shall have all reasonable times access to Contractor's premises of work and shall have the power at all the reasonable times to inspect and test any portion of the work or examine the materials and workmanship of the structures during their manufacture and test. The contractor shall give due notice in writing to the Inspecting Engineer of CUTN when the materials supplied to be incorporated in the work are ready for Inspection and test. No material shall be incorporated in the work until the inspecting Engineer certified in writing that such materials have been inspected and approved by him or else the rejected material should be removed from site immediately.
9. The Contractor shall closely scrutinize all the drawings issued in connection with the work by this organization and bring to the notice of the Engineer-in-charge if any discrepancies, omissions in the drawings before undertaking the actual work pertaining thereto.

10. The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
11. The contractor should submit in advance every fortnight a detailed programme of work to be undertaken from time to time strictly in conformities with the "Time and Progress Chart" covering the entire constructed work and reschedule them wherever necessary during the progress of the work so as to achieve the target set.
12. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
13. No night work will be permitted without the written permission of the Engineer – in – charge.
14. Permission for erection of temporary work sheds etc., at site will have to be obtained from CUTN in writing in advance.
15. In all matters of dispute, the decision of the Registrar, Central University of Tamil Nadu, Neelakudi campus, Thiruvarur - 610 005. shall be final and binding on the tenderer/contractor.
16. The water charges will be recovered at the rate of **1%** of the executed value, if water is used.
17. Charges for electricity should paid to University as per meter readings, if electricity is consumed.
18. Labour welfare cess of **1%** of bill value will also be recovered from the bills and submitted to the authorities of the department.

Section-III

General Safety Precautions

The following safety measures should be strictly adhered to, during execution of works at sites and safety precautions to be observed while transporting materials inside University premises.

1. In the event of any injured/fatal accident for the work men during the course of contract period, the compensation and other medical expenses towards the incident are lies with the Contractor. No way Central University of Tamil Nadu (CUTN), Thiruvarur is responsible.
2. All personal protective equipment conform with standard specification and Contractor including their Sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this University.
3. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in roofing etc.,
4. Providing the working platform with toe board and handrail for continuous working at heights.
5. Providing safety belt and life line at all times for men working at heights.
6. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
7. Cylinders should not be used without regulators.
8. All excavations must be barricaded and red lamps must be provided.
9. All electrical connections must be properly earthed.
10. Providing dust or fume respirator in places where dust and fume concentration exists.
11. Providing goggles and welding screens.
12. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
13. Providing rubber gloves for working on electrical works.
14. Ensuring proper lashing of the components while being transported in vehicles.
15. The vehicles must have side supports or have body to support the materials conveyed.
16. The materials should not be allowed to extend or overflow the sides of the vehicles.
17. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
18. Driver of the vehicle must possess license.
19. Vehicle must not be overloaded prescribed limits.
20. Red flags and lights for parts projecting from the body of vehicle must be provided.
21. The speed restrictions within the Institute must be strictly adhered to.
22. Both the head lights as well as park lamps must be in working conditions.
23. The light on right side, i.e., over the driver's cabin shall be in working condition.

24. Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
25. The vehicle should not travel at more than 20 kmph in our premises.
26. The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
27. Vehicles carrying inflammable liquids in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid Static Electricity.
28. In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
29. The driving should 'Keep to the Left' at all places.
30. The vehicle should not be parked in road which could obstruct the vehicular traffic.
31. No person other than driver should be allowed to sit or stand on the prime mover or trailer.
32. The vehicle should pass only through the approved routes. Short cuts should be forbidden.
33. There must be a safe distance behind another moving truck.
34. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

Terms and Conditions regarding compliance with various labour laws by the contractors for Central University of Tamil Nadu, Thiruvarur.

35. The Contractor shall in respect of labour employed by him either directly or through subcontractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein. Any other law or modifications to the below or to the Rules made thereunder from time to time.
 - i. Workmen Compensation Act, 1923.
 - ii. Payment of Wages Act, 1936 and related Central Rules.
 - iii. Employment of Children Act, 1938.
 - iv. Employees Liability Act, 1938.
 - v. Industrial Disputes Act, 1947.
 - vi. Employees' State Insurance(ESI) Act, 1948.
 - vii. Minimum Wages Act 1948 and related Central Rules.
 - viii. Employees Provident Funds & Miscellaneous Provision's(EPF) Act 1952.
 - ix. Contract Labour (Regulation & Abolition) Act, 1970
 - x. Payment of Gratuity Act, 1972.
 - xi. Inter-State Migrant Workmen(ISMW) Act, 1979.
 - xii. Motor Vehicle Act, 1988.
 - xiii. Building and Other Construction Workers(BOSW)Act, 1996.
36. In case of any theft or pilferages, loss or other offences, the Contractor will investigate and submit a report to the Registrar, Central University of Tamil Nadu, Thiruvarur and maintain liaison with the police. FIR will be lodged by CUTN, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
37. The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.
38. The Contractor employing **20** or more workmen is required to obtain Labour license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the CUTN Management before taking up the work.
39. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by CUTN authorities for the purpose of fulfilling their obligations as Principal Employer and shall render all necessary assistance for the same.
40. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. The Contractor shall pay wages to the workmen employed by him at the rate which shall not be less than the minimum wages applicable under Law from time to time. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 7th day of the following month.

41. All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
42. Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency in both.

Cancellation of Contract:-

43. CUTN, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to CUTN cancel the contract in any of the following cases and the Contractor shall be liable to make payment to CUTN for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default,

If the Contractor shall

- i. Offer or give or agree to give to any person in CUTN service, any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for CUTN service,

Or

- ii. Enter into a contract with CUTN in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to CUTN.

Or

- iii. Obtain a contract with CUTN as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to CUTN.

44. CUTN, Thiruvaur, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to CUTN shall cancel the contract in any of the following cases:

If the Contractor

- i. Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

Or

- ii. Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

Or

- iii. Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the CUTN.

45. Whenever CUTN exercise the authority to cancel the contract under this conditions, CUTN may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by Engineer in charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the CUTN and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by Engineering section, CUTN or the same shall be recovered from the Contractor by other means.

46. In case, the CUTN carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or

labour provided by the CUTN with an addition of such percentage to cover superintendence and establishment charges as may be decided by Engineering section, CUTN, whose decision shall be final and conclusive.

47. CUTN, Thiruvaur, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to CUTN shall cancel the contract in any of the following cases:

If the Contractor

- i. fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- ii. makes default in carrying out the work as directed and continues in that state after a reasonable notice from Engineer in charge or his authorised representative.

Termination of Contract:-

48. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, CUTN shall have the option of terminating the contract without compensation to the Contractor.

49. If at any time after the award of contract, CUTN shall for any reason whatsoever not require whole or any part of the work to be carried out the Engineer in charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

Important conditions of Contract:-

50. The quantities given in the Bill of quantities of the tender are approximate only.

51. The contractor who has been terminated during the last three years is not eligible to participate in the tender. If tenders are received from them, those documents will not be considered for evaluation.

52. During execution of the work, if there is any delay, stoppage of work on any reason, the same shall be recorded by the contractor in the hindrance register available with EMD, with the signatures' of the concerned authorities.

Section-IV

1.1 The "Technical Bid" (application to qualify) shall contain data and information to enable the institute to draw up a list of agencies who can take part in the tender process and who's "Financial Bids" (Tenders) can be opened.

The following documents should be enclosed:

- i. Letter of Acceptance of bid in the enclosed format. (*Annexure-A*)
- ii. Performance certificates of works- *Form -A* (format enclosed)
- iii. Financial information in *Form -B* (format enclosed)
- iv. Solvency certificate from a Nationalised Bank -*Form -C* (format enclosed).

1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is 'nil' it should also be mentioned as 'Nil' or 'No such cases'. If any particular / query is not applicable in case of the applicant, it should be stated as 'Not applicable'. However, the applicants are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application. Application made by fax and those received late after the prescribed date and time will not be entertained.

1.3 The applicant should sign in each page of the application. Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, Initialling, dating and rewriting.

1.4 References, information's and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer / Project Manager or equivalent.

1.5 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. However the applicants are also advised not to attach superfluous / additional information beyond the requirement of the Bid. No information will be entertained after technical bid is submitted, unless it is called for by the

EE/Estate Section / CUTN.

1.6 Documents submitted in connection with the tender will be treated as confidential and will not be returned.

2. Definitions

In these documents the following words and expressions have their meaning here by assigned to them.

2.1 Employer means The Registrar, CUTN, Thiruvavur.

2.1 Applicant means individual, proprietary firm, and firm in partnership, limited company (private, public and corporation).

3. Method of Application Submission

3.1 If an individual makes the application, It shall be signed by him above his full type written name and current address.

3.2 If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full typewritten name & the full name of his firm with its current address.

3.3 If the application is made by a firm in partnership, it shall be signed (with seal) all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.

3.4 If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case, a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum and Articles of Association duly attested by a Notary Public.

4. Final Decision Making Authority

The Registrar/Honourable Vice Chancellor CUTN, Thiruvavur reserves the right to accept or reject all or any of the applications and to annul the qualification process / tender process at any time without assigning any reason or incurring any liability to the applicants.

5. Particulars – Provisional

The Particulars of work given in all Sections are provisional. They are liable to change and must be considered as advance information only to assist the applicant.

6. Site Visit

The applicant is advised to visit the site of work at his own cost and examine the surroundings to collect all information during working hours with prior permission from the Estate Section.

7. Financial Informations:-

The applicant should furnish the annual financial statement for the last 3 years in *Form-B* as attached in this tender document.

8. Experience in Similar Works

8.1 The applicant should furnish the following:-

(a) List of all works of similar nature successfully completed during last 7 years and are in Progress in *Annexure-I*.

8.2 Particulars of completed works and performance of applicant duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished for each work completed or in progress in *Annexure-I, Form-A*.

9. Organizational Information

Applicant is required to submit the following information in respect of his organization in *Annexure-I*.

- a. Name and postal address including telephone, mobile number, E-mail ID, etc.
- b. Copies of original documents defining the legal status, place of registration and principal places of business.
- c. Names and titles of officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- d. Information on any litigation / arbitration in which the applicant was involved during the last three years including any current litigation / arbitration in process.

10. Tender Submission and Decision

After the details submitted by the applicant regarding his financial capacity, previous experience etc. are studied and evaluated, a list of agencies who can take part in the tendering process shall be prepared and all concerned will be intimated. The financial bids (Tender) of the applicants, who have been qualified after evaluation, shall be opened on the date and time to be intimated later, in the presence of the tenderers or their authorized representatives who may be present, by the committee constituted for this purpose.

11. Pre-bid meeting:

The Tenderers or his authorized official representatives are invited to attend a Pre- bid Meeting which will take place at the Pro VC-Hall, Admin building on **03.02.2022 at 11.30 AM** . The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Tenderers are required to submit questions if any in writing so as to reach the Executive Engineer, CUTN before the date of pre bid meeting. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Tenderer. However, Clarifications given in the Pre- bid meeting are the part of tender documents and bound to be agreed & signed by lowest bidder during the issue of work order.

12. Authority to sign the tender document

The tender must be signed by the person / persons competent to sign as indicated below. Same stipulations will also apply in the case of Receipt of payments for the work done.

12.1 If the Applicant is an individual, he should sign above his full type written name and current address.

12.2 If the Applicant is a proprietary firm, the Proprietor should sign above his full typewritten name and the full name of his firm with its current address.

12.3 If the Applicant is a firm in partnership, the documents should be signed by all the Partners of the firm above their full typewritten names and current addresses. Alternatively the Documents should be signed by a Partner holding Power of Attorney for the firm and in this case a certified copy of the Power of Attorney should accompany the tender documents. In both cases a certified copy of the Partnership deed and current address of all the partners of the firms should be furnished.

12.4 If the Applicant is a limited Company, or a Corporation, the documents shall be signed by a duly authorized person holding Power of Attorney for signing the documents, accompanied by a copy of the Power of Attorney. The Applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

13. Dispute Resolution Mechanism:

In case of any dispute arising out during execution of the contract the following procedure will be followed for resolving the issue. The decision of competent authority, CUTN Thiruvarur in regard to the interpretation of the terms and conditions shall be final and binding which shall not be called in question in proceedings before any forum.

The University rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter will be settled at his/her level by mutual consultation and in case of failure, disputes shall be referred to The Registrar, CUTN, Thiruvarur. The Registrar or an Arbitrator appointed by The Registrar would be competent authority to decide and his decision shall be final and binding as per the provisions of the Indian Arbitration and conciliation Act 1940 and 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, the jurisdiction shall be Madras High Court.

14. Termination of Contract:

CUTN reserves the right to issue show cause/termination notice to the contractor by giving one month period on violation of any terms & conditions. Further, on expiry of one month, two more notices can be served giving each 15 days beyond which the agreement will stand terminated automatically unless the firm has fulfilled and complied with all obligations within the said period. During the notice period of termination of contract, the agency shall keep discharging his duties as before till the expiry of notice period.

Letter of Acceptance of Bid

To

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref No: CUTN/ENGG/CVL/Tender/2021-22/16

Name of Tender/Work: Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur.

I/We, the undersigned, declare that:

- a. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: *www.cutn.ac.in (or) www.etenders.gov.in*.
- b. I/We hereby certify that I/We have read & accept the entire terms and conditions of the tender documents page no **01 to 38** (including few documents like Annexure(s), schedule(s), etc), which part of the contract agreement and I/We shall also abide hereby by the terms/conditions/clauses contained therein. The corrigendum(s) issued from time to time by your University too have been taken into consideration, while submitting this acceptance letter.
- c. I/We also declare that Government of India or any other Government body has not declared me/us ineligible or black listed me/us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
- d. I/We hereby certify that all the submitted statements are true & correct. My/Our bid shall be valid for a period of **90 days** from the date of opening of financial bids in accordance with the Tender documents and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
- e. If my/our bid is accepted, I/We commit to submit a performance security & agreement in accordance with the Tender documents.
- f. I/We hereby unconditionally that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive and also aware that Financial bid documents will not be opened if I/we are unqualified to take part in the tendering processes.
- g. I/We submit the requisite solvency certificate and authorize the Registrar, CUTN, Thiruvarur or his authorized representative to approach the bank concerned to confirm the correctness of the certificate. I / we also authorize the Registrar, CUTN, Thiruvarur or his\her representative to approach individuals, firms and corporations to verify our competence and general reputation.

Yours sincerely,

Authorised Signatory
(Full Name & Designation)

(Authorised person should attach a copy of Authorization for signing on behalf of Bidding company)

Format for Technical Bid
Qualifying Informations (Mandatory)

The information to be filled by the Bidders in the following prescribed format required for purposes of Pre-qualification (copies duly signed and self-attested being enclosed).

Sl. No	Description / Requirement from the Tenderer	Informations (If necessary, separate sheets shall be used)	Pg. No
1.	Name of Contractor/Firm :		
2 (a)	Details of EMD(should be in the form of DD): (i)Demand Draft No: (ii)Amount:(Rs): (iii)Bank details:		
2 (b)	NISC/SSI/MSME Registration No: Company Name & Address: Validity : Product for which registered: (attach self-attested copy)		
3.	Place of Registration, Registration Certificate No, Class &value: CPWD/State PWD/MES /BRO/Railways/PSU/Any (Please tick (√) Which is applicable) (attach self attested copy)		
4.	Status of the tenderer: (Public Ltd/Private Ltd /Partnership Firm/Sole Proprietor)		
5 (a)	Year of establishment of firm :		
5 (b)	Principal place of business :		
5 (c)	Permanent Address :		
5 (d)	Mailing Address with Contact No, Email Id :		
6 (a)	Details of PAN: (attach self-attested copy) :		
6 (b)	GST Registration: (attach self-attested copy) :		
6 (c)	Employees Provident fund(EPF) Registration: (attach self-attested copy) :		
6 (d)	Employees State Insurance(ESI) Registration: (attach self-attested copy) :		
6 (e)	LIN Number: (Labour Licence) (Renewal/ Currant) (attach self-attested copy) :		

Eligibility Criteria:-					
7.	<p>1) Experience of having successfully completed similar work individually cost not less than as stated below during the last 7(seven) years ending previous day of last date of submission of tender application.</p> <p>(i) Three similar works* experience, one of them should Fully or Partly Garden development & maintenance/ landscape/ Horticulture works, at least one of them should also be for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government each of value not less than Rs. 4,52,030/-.</p> <p>(Or)</p> <p>(ii) Two similar works* experience, one of them should Fully or Partly Garden development & maintenance/ landscape/ Horticulture works, at least one of them should also be for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government each of value not less than Rs. 6,78,045/-</p> <p>(Or)</p> <p>(iii) One similar work* Fully or Partly Garden development & maintenance/ landscape/ Horticulture works experience in Central/State Government/ Public sector undertakings/ Autonomous Organisations of the Central/State Government value of cost not less than Rs. 9,04,060/-.</p> <p>2) “Performance certificate” from the department where the work completed, (Minimum good & above). (<i>Form-A</i>)</p> <p>(*) “Similar works” means experience in Fully or Partly Garden development & maintenance /landscape/Horticulture works. Technical qualified agency should make a presentation before Financial bid opening.</p> <p>The cost/value of executed works shall be brought to current cost level by enhancing the actual cost/value of work at simple rate of 6.5% per annum, calculated from the date of completion to previous day of last date of submission of tender application. Work Completion certificates, Performance certificates issued by Competent Authority will only be considered. Competent Authority means officer not below the Rank of Executive Engineer/ Equivalent would be acceptable. Necessary documentary proof like “Work Completion Certificates” in case of works carried out for Government Departments and TDS in case of works carried out for private parties should be enclosed in addition to the completion certificates.</p>				
Details of Completed Works: - (<i>Attach self-attested work order copies of last 07years. If required separate sheet may be enclosed</i>)					
Sl. N.	Description of Works	Date of Start	Date of Completion	Address/Location/Name of the Client	Value of Completed work(Rs)

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8. Details of On-going Works:- (Attach self-attested work order copies. If required separate sheet may be enclosed)

Sl. No	Description of Works	Date of Start	Date of Completion	Address/Location/Name of the Client	Value of work allotted (Rs)	Value of work executed till date (Rs)

9. **“Performance certificate”** from the department where the work completed
(Please fill the prescribed form (Form-A) for each completed works ,if required additional form may be attached)

10. **Annual Turnover:** Average Annual Financial turnover should be at least 5.65 Lakh during the immediate last 3 consecutive financial years. (IT return submission)
(If yes, attach the filled “form-B” and enclose necessary documents)

11. **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last Three consecutive balance sheets, duly audited and certified by the Chartered Accountant (Yes/No)
(attach the filled & Signed “form-B” and enclose necessary documents)

12. **Solvency Certificate:** Should have a latest solvency certificate of Rs. 4.52 lakh from any Nationalised / scheduled Bank (Attach the filled & signed form :”C”)

13. Information on any litigation / arbitration in which the applicant was involved during the last five years including any current litigation / arbitration in process.
(Attach necessary documents)

14. Any other information highlighting the qualifying criteria, competency, credential and capability in handling such works.
(attach self-attested copies)

I/We hereby certify that the information furnished above &the attached documents as proof of the information are true and correct to the best of our knowledge and understand that these details are required to decide our eligibility to participate in the tender process and opening of our price bid thereon and also authorize the Registrar, CUTN or his/her representative to approach the source of the certificate to verify our competence, if required, for processing the tender. No alteration, modification or any change have been made by me/us in the tender documents/schedule.

Signature with seal

PERFORMANCE CERTIFICATE OF SIMILAR WORKS (*)

(Please fill the prescribed form for each completed works, if required additional form may be attached)

1	Name of work & Location	
2	Agreement No	
3	Estimated cost	
4	Amount of Contract	
5	Date of start	
6	Date of completion	
7	Amount of compensation levied for delayed performance , if any	
8	Performance Certificate:- <i>(Quality of work, Financial soundness, Technical proficiency, Resourcefulness, General Approach & Behaviour, Immediate response for complaints)</i>	

Date:

Signature & Seal of
Executive Engineer or equivalent
Contact No:

Note:

(*) **“Similar works”** means experience in Fully or Partly Garden development & maintenance /landscape/Horticulture works. Technical qualified agency should make a presentation before Financial bid opening.

Performance certificates issued by Competent Authority will only be considered. Competent Authority means officer not below the Rank of Executive Engineer/ Equivalent would be acceptable.

Form-B: Financial Information

Sl. No	Particulars	Financial Years(FY)		
		FY 2018-19	FY 2019-20	FY 2020-21
i	Gross Annual Turnover in similar works as mentioned in Annexure-I			
ii	Profit(+) or Loss(-) (In Lakhs)			
iii	Certified by			

Name & Address of Chartered Accountant:

iv Audited balance sheets, **Profit & Loss** statements, Auditors report and schedules for the last Three (03) financial years duly certified by the Chartered Accountant & bidder(s), as submitted by the bidder(s) to the Income Tax Department. (attach self-attested copies)

v **Financial arrangements for carrying out the proposed work:-** (if any) (a)Fixed Deposits, (b)Liquid Capital, (c)Working Capital, (d)Line of Credit, Etc. (attach self-attested copies)

vi Latest Solvency Certificate in Original from any Nationalised Bank. (Note: *Banker's certificates should be on letterhead of the Bank. In case of partnership firm, certificate include names of all partners as recorded with the Bank as said in the Form-C*)

Signature of Chartered Accountant with seal

Signature(s) of bidder(s) with seal

Form-C: FORMAT -FORM OF BANKER'S CERTIFICATE FROM A NATIONALISED BANK

(On letter head of the Bank)

This is to certify that to the best of our knowledge and information that M/s./Shri _____ (with address) a

Customers of our bank are / is respectable and can be treated as good for any engagement upto a limit of Rs _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

Name of Bank & Branch with seal

MANDATE FORM FOR BILL PAYMENTS THROUGH EAT MODULE IN PFMS**Details of Account Holder**

Sl. No	Particulars	Important Details (in block letters)
1	Name of the Contractor/ Beneficiary	
2	Name of the Bank & Branch	
3	Bank Account Number	
4	IFSC Code (11 digits)	
5	PAN Number	
6	GST Number (If applicable)	
7	Email Id	
8	Mobile Number	
9	Address (Including city, Pin code etc.)	

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

Date:

Signature

CHECK LIST

(The following documents in the same order must be furnished and attached along with Technical bids & Financial bids)

Cover	Requirements/Details to be submitted	Submitted (Yes/No)	If yes Page No(s).
<u>Part A: Technical Bid</u>			
1 st Cover	EMD as Demand Draft(DD) or Copy of MSME/NSIC Registration certificates		
2 nd Cover	Signed Letter of Application/ Letter of Acceptance of Bid		
	Agency/Company Registration certificate (attach self-attested copy)		
	PAN card (attach self-attested copy)		
	GST Registration (attach self-attested copy)		
	EPF Registration (attach self-attested copy)		
	ESI Registration (attach self-attested copy)		
	LIN Number (attach self-attested copy)		
	Work orders of completed similar works during last 07 years (attach self-attested copy)		
	Work orders of ongoing similar works (attach self-attested copy)		
	Performance Certificates of completed works as mentioned in <i>Form-A</i>		
	Audited balance sheet, Profit & loss statements, Auditor report & schedules Income Tax return- Last 03 Years ending March 2021 (attach self-attested copy)		
	Financial arrangements for carrying out the proposed work (attach self-attested copy) (<i>if any</i>)		
	Latest Bank solvency certificate in original as mentioned in <i>Form-C</i>		
	Litigation/ Arbitration cases during last 03 years, if any. (attach self-attested copy)		
All other required certificates/documents mentioned in <i>Annexures</i> and <i>Form-A to C</i> (attach self-attested copies)			
Any other information highlighting the qualifying criteria, competency, credential and capability in handling such works. (attach self-attested copies)			
<u>Part-B: Financial Bid</u>			
3 rd Cover	Financial Bid documents (Complete sealed & signed)		
<u>Part-A & Part-B:</u>			
4 th Cover	Tender documents(Part-A & Part-B) by the bidders(Complete sealed & signed)- 4 th Cover/Master Cover		

FORMAT FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

Date :.....

Tender Ref. No. CUTN/ENGG/CVL/Tender/2021-22/16

Name of Work: Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvaur.

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : FromTo.....

Guarantee Expiry Date:

Last date of Lodgement:

- a) In consideration of Central University of Tamil Nadu, Thiruvaur, Tamil Nadu (hereinafter called the CUTN) represented by the Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvaur, Tamil Nadu – 610 005 having agreed to exempt M/s.....(hereinafter called “the said contractor from the Order datedmade between the CUTN and M/s.....the contractor for hereinafter called “the said agreement”) of the Performance Guarantee for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs...../- (Rupees.....only). We..... (herein after referred to as Bank)at the request of M/s.....(Contractor) do hereby undertake to pay to the CUTN and amount not exceeding Rs..... /- (Rupeesonly)against any loss or damage caused to or suffered or would be caused to or suffered by the CUTN by reasons of any breach by the said contractor of any of the terms and conditions contained in the said agreement.
- b) We.....bank..... branch do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the CUTN stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CUTN by reasons of breach of the said contractor of any of the terms of conditions contained in the said Agreement or by reason of the contractor failure to perform the said Agreement. Any such demand made on the Bank shall conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... /- (Rupeesonly).
- c) We..... undertake to pay to the CUTN any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
- d) Wefurther agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CUTN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till the CUTN certifies that the terms and conditions of the said agreement have been fully and properly carried out by the

said contractor and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry date of guarantee(...../...../20.....). We shall be discharged from all liability under this guarantee thereafter.

- e) We.....further agree with the CUTN that the CUTN shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CUTN against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or from any forbearance, act or omission on the part of the CUTN or any indulgence by the CUTN to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties but for this provision have effect of so relieving us.
- f) Bank guarantee shall remain in full force upto...../...../20.....
- g) This guarantee will not be discharged due to the change in the constitution of the bank or the contractor.
- h) We.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CUTN in writing.

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs..... /- (Rupeesonly).
2. The bank guarantee shall be valid upto...../...../20.....and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before/...../20....
4. We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the power of Attorney dated(date of power of attorney to be inserted).....granted to him by the bank.

Dated day of20.....

Bank:

Corporate seal of the Bank:

By its constituted Attorney signature of a person duly authorized to sign on behalf of the Bank

(To be submitted on non-Judicial stamped paper(Rs.100/-)after award of work)

CONTRACT AGREEMENT NO...../Dated.....

THIS AGREEMENT is made on.....(day).....(month)of.....(year)between The Registrar, Central University of Tamil Nadu, Neelakudi campus, Thiruvarur, Tamil Nadu-610 005. (Hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at Central University of Tamil Nadu, Thiruvarur of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Development of Landscape including Water Fountain works at Central University of Tamil Nadu, Thiruvarur. at Client’s premises.

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender datedfor selection of contractor/agency for **“Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur”** under Tender No.CUTN/ENGG/CVL/Tender/2021-22/16.
- II. AND WHEREAS the Contractor submitted his bid vide.....in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide requisite works/services to the Client.
- III. AND WHEREAS the Client has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No.....to the Contractor on.....for a total sum of.....[Rupees..... Only].
- IV. AND WHEREAS the Client desires that the “ Development of Landscape including Water Fountain works at Central University of Tamil Nadu, Thiruvarur.” (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite works/services to the Client.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the “ Development of Landscape including Water Fountain works at Central University of Tamil Nadu, Thiruvarur.” for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for “ Development of Landscape including Water Fountain works at Central University of Tamil Nadu, Thiruvarur.” for Client’s office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. The Client and the Contractor agree as follows:

- a) In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- b) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - i. The Letter of Acceptance, issued by the Client.
 - ii. The complete original tender document, including letter of acceptance of tender, as submitted by the Contractor.
 - iii. The Addenda, if any, issued by the Client.
 - iv. Any other documents forming part of this Contract Agreement till date. (Earnest Money Deposit, Performance Bank Guarantee)
 - v. Supplementary Agreements executed from time to time.
- c) Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
- d) This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IX. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
(with seal & date)

Signed on behalf of Client
(with seal & date)

(Authorised Signatory)

Registrar,
CUTN, Thiruvarur.
(Authorised Signatory)

INTEGRITY PACT

To,

The Registrar,
Central University of Tamil Nadu,
Thiruvavarur.

Sub: Submission of Tender for the work of Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvavarur.

Sir/ Madam,

I/We acknowledge that Central University of Tamil Nadu, Thiruvavarur 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, 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, Thiruvavarur. 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, Thiruvavarur shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20....

BETWEEN

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

AND

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (Tender Ref. no: CUTN/ENGG/CVL/Tender/2021-22/16) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **“Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur”** Here in after 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 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 intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

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 :

தமிழ்நாடு மத்தியப்
பல்கலைக்கழகம்



CENTRAL
UNIVERSITY OF
TAMIL NADU

தமிழ்நாடு கெந்திரிய
விஸ்வவித்யாலயம்

ESTABLISHED BY AN ACT OF PARLIAMENT IN 2009

நீலக்குடிபரிசர்/Neelakudi Campus , திருவாரூர்/Thiruvarur- 610 005
estate@cutn.ac.in [04366 277 466](tel:04366277466)

Estate Section (Civil)

“FINANCIAL BID”

Tender Id no	CUTNCVL20212216
Tender Ref. no	CUTN/ENGG/CVL/Tender/2021-22/16
Name of Work	Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur.
Value of Work	Rs. 11,30,075/-(11.30 Lakhs)
Period of Work	02 months
Date of issue of Tender	25.01.2022
Last Date & Time for Receipt of Tenders	14.02.2022 upto 15:00 Hrs (Office time)

SCHEDULE-‘A’

Name of work	Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur.
Total amount of work	Rs. 11,30,075/-(11.30 Lakhs)
Period of Work	02 months

Description of Work

Item No.	DSR-2018 /LMR	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
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(Refer attached separate sheets under “Table-A, Financial bid”)

Note:- The details and Nature of work shown in the Scope of works are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration of the Competent Authority.

Table-A

Financial Bid

Name of the work: Development of Horticulture Form land (15 acres) at Central University of Tamil Nadu, Thiruvarur.

SL. NO	Description of work	Quantity	Unit	Rate in figures (Rs.)	Rate in words (Rs)	Amount in figures (Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G) = (C) X (E)
1	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.	60,000.00	Sq.m.			
2	Ploughing the existing ground (cleared land) to a depth of 15 cm to 25 cm and watering the same. All kinds of soil	12,000.00	Sq.m.			
3	Pitting and filling for trees (Holes 1.2 m dia and 1.2 m deep)	500.00	Each			
4	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.					
4.1	50 mm nominal dia Pipes (External Work)	100.00	Metre			
Total Amount of Rupees (Excluding GST)						
GST in %				GST in Rupees.		
Total Amount of Rupees (Including GST) and all applicable taxes.						
Rupees (In words).....						

- Note:** 1. All other requirements, scope of work as mentioned in this tender document should be considered before quoting.
2. I/We declare that the above quoted rate inclusive of all Charges & Taxes are firm throughout the entire period of contract and no cost escalation/ no variation will be paid on any account.

Signature of Bidder/Contractor
with Seal