

**TENDER NOTICE FOR ANNUAL MAINTENANCE CONTRACT FOR
HOUSEKEEPING AND GARDENING SERVICES AT CENTRAL
UNIVERSITY OF TAMIL NADU, THIRUVARUR**

Tender No. 2023-24/11

Date of Issue: 16.10.2023

Date of closing: 06.11.2023

Date of Bid Opening: 06.11.2023



Central University of Tamil Nadu
Neelakudi Campus
Kangalanchery-Post
Thiruvārur-610 005



तमिलनाडु केन्द्रीय विश्वविद्यालय
(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)
CENTRAL UNIVERSITY OF TAMIL NADU
(Established by an Act of Parliament, 2009)
नीलक्कुडी परिसर/Neelakudi Campus, तिरुवारूर/Thiruvarur- 610 005
☎:04366-277359 / email: purchase@cutn.ac.in

Notice Inviting Tender for Annual Maintenance Contract for Housekeeping Services for Academic Buildings, Staff Quarters, Pathways, Grounds, Lawns & Gardens, Sewage/Drainage Lines and Cleaning of all Internal Roads

Tender No. 2023-24/11 dated 16.10.2023

Tenders in sealed covers are invited under **TWO-BID** system from reputed, experienced and financially sound firms for **Annual Maintenance Contract for Housekeeping and Gardening Services at Central University of Tamil Nadu, Thiruvarur**, which comes under **Class C** type city. The Agencies/ Firms should have valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Goods and Service Tax Registration (GST) and PAN (Income Tax), and having similar line of services not less than **3 years**. The service providers should have local Offices in the State of Tamil Nadu and Pondicherry to ensure satisfactory fulfilment of contractual obligations.

The assigned housekeeping/sanitizing/cleaning jobs, Garden works and tasks on contract basis should be carried out by the agency, by deploying suitable/adequate manpower, cleaning materials and proper supervisions at work spots by the agency.

The Agency has to appoint a supervisor to act as one point contact to manage personnel and coordinate with University; payment for the supervisor shall be borne by the agency. The supervisor has to report to the officer in Admin for day to day activities

The contracting Agencies / Firms having good track record, manpower capacity and relevant experience are eligible to apply. The minimum rate of wages payable shall be fixed based on the order from the office of the Chief labour commissioner, Ministry of Labour & Employment, GOI and amendments from time to time.

Pre-bid Conference:

A pre-bid conference will be held on **25.10.2023 @ 11.30 AM**. All prospective bidders/tenderers are requested to attend the pre-bid conference. In order to facilitate CUTN for proper conduct of the pre-bid conference, all prospective bidders/tenderers are requested to email their queries by email to purchase@cutn.ac.in with subject **“Queries for pre-bid Conference”** with reference to Tender No.2023-24/11 dated 16.10.2023 before the **pre-bid Conference**. CUTN will consider the queries during the pre-bid conference, which would become a part of the proceedings of the conference. Pre-Bid clarifications will become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders/tenderers. These proceedings will also be published in CUTN website for the benefit of all the prospective bidders/tenderers. Before submitting the bids, all prospective bidders/tenderers are advised to go

through the CUTN website after the pre-bid conference, in order to enable/make cognizance of the changes made in the bidding document.

The interested agencies are required to submit the Technical Bid (**Annexure-I**) and Commercial Bid (**Annexure-II**) in separate Covers duly superscribed as “**Technical Bid**” and “**Commercial Bid**” respectively and both the sealed covers should be placed in a third sealed cover superscribed as “**Tender for Annual Maintenance Contract for Housekeeping and Gardening Services at Central University of Tamil Nadu, Thiruvarur**” and must be addressed to The Registrar, Central University of Tamil Nadu, Neelakudi, Thiruvarur 610 005.

The sealed quotations should reach the University, latest by **06.11.2023 by 15:00 hours**. The bids will be opened in the presence of the bidder(s) or their authorized representative(s), present at the scheduled date and time. In case due date happens to be holiday the tender will be accepted and opened on the next working day of the University at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website www.cutn.ac.in/tenders. The Tender Enquiry Documents are not transferable. The bid security of (EMD) of **Rs.1,70,000/- (Rupees One Lakh Seventy Thousand only)** should be paid by Demand Draft drawn in favour of Central University of Tamil Nadu payable at Thiruvarur with tender documents. Tender submitted without EMD will be summarily rejected

The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro & Small Enterprises (MSEs) are exempted to furnishing the EMD. Self-attested photocopy of valid registration certificate issued by competent authority must be enclosed with the technical bid for consideration of exemption.

Any bid not accompanied with the EMD shall be rejected by the Purchaser as invalid bid.

Before quoting, the Contractor in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the bidder of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the bidder and shall be at his own responsibility and risk. The prospective bidders may take prior appointment by email: **purchase@cutn.ac.in**.

Any future clarification and/or corrigendum will be communicated through the website of www.cutn.ac.in/tenders.

Registrar

1. Eligibility Criteria:

1. The bidder should have their offices preferably in Chennai/ Trichy /Thanjavur/ Kumbakonam or any other places in Tamil Nadu/ Pondicherry.
2. The bidder may be a Proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required valid licenses, registration document etc. as per the law and should remain valid till completion of the period cultrate.
3. Bidder should have satisfactorily completed the Annual Maintenance Contract for Housekeeping / Gardening Services for at least 03 (three) years, as on 01.04.2023 to a fully residential Higher Educational/ Research Institutions, Universities run by Central Government / State Government (or) for a reputed, UGC Recognized Private University having large campus with residential/ hostel campuses or in any Central/State Government Organizations /PSUs.
4. Average Annual Turnover for the last three financial years (2020-21, 2021-22 and 2022-23) of the Contractor should be duly certified by the Chartered Accountant and it should not be less than **Rs. 25 Lakhs**.
5. The agency or any of its partners /directors etc. **should not have been black listed/ debarred by any of the government agencies or department (As per Annexure – VI)**.
6. The agency should have a valid Licence issued by Regional Labour Commissioner, Govt. of India.

2. Information and Conditions relating to Submission of Bids

1. **The contract will be initially for a period of one Year** from the date of agreement/ contract, further **extendable for two more years** on the same rates, terms and conditions, considering the satisfactory completion of initial contract period.
2. The interested agencies are required to submit the Technical and Commercial Bids separately in the format enclosed. The bids in sealed Cover-I containing “**Technical Bid**” and sealed Cover-II containing “**Commercial Bid**” should be placed in a third sealed cover super scribed “**Tender for Annual Maintenance Contract for Housekeeping and Gardening Services at CUTN**” should reach **Registrar, CUTN, Neelakudi, Thiruvapur - 610005** before **15:00hrs** on or before **06.11.2023**. The Technical bids shall be opened on the same day at **16:00hrs** at CUTN, THIRUVARUR in the presence of the bidders or their authorized representatives who chooses to remain present. The late bids will not be considered and returned to the agency as it is.
3. All the pages of the tender document should be signed by the owner of the firm or his authorized signatory. In case the tenders are signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
4. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Commercial Bid Form. In such cases,

the tender shall be summarily rejected. However, the corrections, if any, in the Technical Bid application must be signed by the person authorized to sign the tender bids.

5. The bidder should pay bid security of (EMD) **Rs.1,70,000/- (One Lakh Seventy Thousand only) by Demand draft favour of Central University of Tamil Nadu payable at Thiruvarur drawn on any Nationalized Bank/Scheduled Bank along with the technical bid.** Bids received without Earnest Money Deposit shall stand rejected and thus shall not be considered for evaluation etc. at any stage. Firms who are registered with National Small Industries Corporation (NSIC) or Small Scale Industries (SSI) or Micro, Small & Medium Enterprises (MSME) are) are exempted to furnishing the EMD. Self-attested photocopy of valid registration certificate issued by competent authority for must be enclosed with the technical bid
6. **Security Deposit of 10% of the annual contract value (refundable without interest after two months of termination of contract) in the form of Demand Draft or Bank Guarantee issued by any Nationalized Bank/Scheduled/Private Banks approved by RBI having their branches in India shall be furnished by the Agency at the time of signing of the Agreement.**
7. The bid shall be valid and open for acceptance of the competent authority for a period of **180 days** from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.
8. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
9. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the **lowest rate** after complying with all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same **price**, the Vice Chancellor, Central University of Tamil Nadu, Thiruvarur shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the bidders Annual Turnover and length of experience etc. Such decision by such authority shall be final. Central University of Tamil Nadu, Thiruvarur, has the power to select on the same rate any of the willing agency(ies) found to have quoted the same rates, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.
10. Performance Security shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the agreement
11. Central University of Tamil Nadu also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
12. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.
13. The period of the contract may be extended after the successful / satisfactory completion of initial contract and based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency. This office, however,

reserves right to terminate the contract without assigning any reason thereof at any time after giving one week notice to the selected service providing Company / Firm / Agency.

14. A Mandatory form for payment through EAT Module in PFMS as **Annexure – IV**
15. The Agency shall take up the **Annual Maintenance Contract for Housekeeping and Gardening Services** at Central University of Tamil Nadu, Thiruvarur by deploying adequately trained and well-disciplined personnel of the following categories.
16. The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work and but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed personnel.

3. The Scope of Work

The housekeeping services are to be maintained for common lavatories (toilet), the class rooms, offices, verandah, stair cases, roads and open areas of CUTN. The Contractor is also to get cleaned any other area as and when required and as desired by the Officer in Admin, CUTN in lieu of specified area. The first round of cleaning and dusting working the entire campus should be completed before 8.15 AM daily by deploying adequate number of machines or persons.

The job requires:

- a) Mopping corridors, staircases, class rooms, toilets of all academic/ administrative buildings.
- b) Scrubs and dries WC's Wash-basins in lavatories and other places.
- c) Removal of cobwebs from cleaning and nooks and corners of all academic/ administrative buildings.
- d) Periodic cleaning of glass panes, light tubes covers, bulbs shades and fan blades of above area.
- e) General cleaning of Tank periodically..
- f) Daily general cleaning of lawns and roads in the CUTN campus and periodic cleaning of orbital roads.
- g) Removing choke-ups/blocks in toilets etc. as and when required by conventional way of cleaning.
- h) Cleaning of notice board nameplates, key boxes, water purifiers, water coolers etc. by conventional way of cleaning.
- i) Vacuum cleaning of major equipments and server/UPS rooms weekly.
- j) Disposal of garbage containers in both Neelakudi & Nagakudi campus at regular intervals.
- k) Cleaning of carpets, sofas, chairs etc. using vacuum cleaner as and when required.

- l) Regular cutting of wild grass, bushes, shrubs etc. at open land in the campus.
- m) Cleaning of Roof top of all the buildings and removal of rain water blockages.
- n) Shifting of furnitures from one building to another on need basis.
- o) Removal of plants growth in buildings in and around the buildings and along the road.
- p) Any other work of helping nature as and when required/assigned by In-charge Housekeeping.

The house keeping personnel shall be deployed on Saturdays also for the removal of cobwebs in the corridors, rooms, chambers and lavatories, removal of dust accumulated on the walls, window panes and ventilators in the toilets and thorough washing, rubbing and cleaning of corridors. All employees will wear half coat with name of agency at the back all during the working hours.

3.1)Solid Waste Management

Solid waste disposal is the responsibility of the agency providing housekeeping services. This will involve daily segregation and timely disposal

3.2.Cleaning Materials, Chemicals and Equipment. The Contractor shall be responsible for providing of all the cleaning chemicals, supplies and equipment required for performing specified tasks including, but not limited to, waste baskets/trash can liners, deodorizers, liquid or powdered hand soap, toilet paper, brooms, mops, mop buckets, pick-up sticks, toilet bowl brushes, sink cleaning brushes, cleaning clothes, dust-pans, and dusters, unless otherwise noted. All materials shall be good quality by industry standards. The officer in Admin/designee must pre-approve all products provided by the Contractor prior to use at the Site.

4. Detail of Premises to be cleaned:

4.1. Internal Area

Building/Block

S.No.	Description of Area	Approximate Area(Sq. meter)
PART-I		
	(A) Academic Buildings	
1.	Administrative Block	5314.00
2.	Central Lecture Complex- I (A)-(CLC-1-A)	3281.00
3.	Central Lecture Complex- I (B)-(CLC-1-B)	3281.00
4.	Central Lecture Complex- II (CLC-II)	6090.00
5.	Non Lab Based School-I (NLBS-I)	10641.00
6.	Non Lab Based School-I (NLBS-II)	10641.00
7.	Lab Based School – I (LBS-I)	7617.00
8.	Lab Based School – II (LBS-II)	7394.00
9.	Academic Building-III	8572.00
10.	Academic Building-IV	7323.00

	Total (A)	70154.00
	(B) Residential Buildings	
10.	200 Seater Boy's Hostel	8847.00
11.	200 Seater Girl's Hostel	8847.00
12.	Married Research Scholar's Hostel	5403.00
13.	Non Married Research Scholar's Hostel	3678.00
14.	300 Seater Boys Hostel	7401.00
15.	300 Seater Girls Hostel	7401.00
16.	VC's Bungalow	731.00
17.	Pro-VC Residence	635.00
18.	Guest House	7507.00
19.	300 Boys Hostel –II	7565.00
20.	300 Girls Hostel -II	7565.00
	Total (B)	65580.00
19.	Central Library	6782.00
20.	Multipurpose Auditorium	1879.00
21.	Student Amenities (Prefab Structure)	319.00
22.	Prefabricated structure & Additional class rooms	711.00
23.	Pre-Engineered Building (Students amenities centre)	2220.00
	Total (C)	11,911.00
	Total (A)+(B)+(C)	147645.00
PART-II		
Area covered under the CUTN building, Thiruvavur, which excludes liveable area or carpet area, toilets, kitchen, etc. (common area of quarters)		
1.	Professor Quarters (30 Nos.)	1790.20
2.	Associate Professor Quarters (60 Nos.)	1428.60
3.	Lectures Quarters (60 Nos.)	1369.20
4.	Type-III Quarters (32 Nos.)	814.60
	Total (A)	5402.60
	Grand Total (PART – I + Part – II)	153047.60

4.2) External Area

Sl.No.	Description of Area	Approximate Area (Sq. meter)
1	Internal Roads	5.62 Kilo meters
2	Interior Pathways	
3	Open Land	-
	Total	5.62 Kilo meters

5) Frequency of Cleaning:

5.1 Internal Area

S.No.	Area/Portion of building	Task for cleaning of Area/ Portion of building	Minimum Frequency at which cleaning is to be done
Building/Block			
A.	Academic Campus all building/blocks /Hostels	Sweeping& Mopping	daily
		Mass cleaning with vacuum and soap water, floor disinfectant etc.	Once a week
B.	Offices/Meeting Halls/Committee Room etc.	Sweeping & Mopping	daily except holidays
		Mass cleaning with vacuum and soap water, floor disinfectant etc.	Once a week
C.	Verandah Area and Staircase Area	Sweeping & Mopping	daily except holidays
		Mass cleaning with vacuum and soap water, floor disinfectant etc.	Once a week
D.	Building Rooftop	Mass cleaning with hard broom, clearance of vegetation, drain blockages etc.	Once in a 15 days in each building
E.	Toilets/Bathrooms	Scrubbing, Washing and Mopping	2 times daily including Saturdays
		Removal of cobwebs	Once a week

5.2. External Area

S.No	Area/Portion of building	Task for cleaning of Area/ Portion of building	Minimum Frequency at which cleaning is to be done
Roads/Pathway			
A.	Internal Roads/ Pathways	Mass cleaning of the roadside areas.	Once in a fortnight
B.	Open Land	Cutting of wild grass, bushes, shrubs etc.	Daily [As per the instructions of the I/c Housekeeping (Admin.)]

Note: In addition to the above, garbage collection, segregation and dumping as per the scope of work is to be ensured daily.

6) Documentation by the service provider and on the part of CUTN:

Daily /routine documentation and record keeping of cleaning works undertaken by the service provider, under the supervision of authorities of the Institute for effective contract management:

1. A daily duty registers of the housekeeping workers deployed by building wise/area wise should be maintained on a monthly basis.
This daily duty register will be countersigned by the Officer responsible on a regular basis. Every month this register should also be attached along with the bill as a proof of personnel deployed. (The cost of procuring/maintaining this register will be borne by the contractor only)
2. A monthly housekeeping materials used register should be submitted by the contractor and it should be duly countersigned by the officer in charge of the institute and attached along with the monthly bill. (The cost of procuring this register will be borne by the contractor only)

7) Terms and Conditions:

1. The bidder has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Officer-In-Charge(Admin.)
2. Following documents attached along with the Technical Bid, should be self- attested by the bidder:
 - Copies of Labour Legislations
 - Copy of PAN/GIR/TAN, Labour Licence, Goods and Service Tax Registration.
 - ESI,EPF registrations
3. The workforce will also comprise of lady workers to engage in lawns and gardens, sweeping of roads. It should be ensured that only lady housekeeping workers are deployed for cleaning of female washrooms/ladies hostel
4. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions.
5. Proper registers/records (Attendance, Wages, etc.) for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the officer-in-charge(Admin.) at regular intervals and finally at the end of each month.
6. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Officer (Admin.), Central University of Tamil Nadu, Thiruvarur along with testimonials before they are actually deployed for the job.
7. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office.

The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. A certificate to this effect to be submitted by the service provider at the beginning of the contract.

8. The tenderer will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their wages every month.
9. **Payment:** The payment will be paid to contractor on actual work done basis on the contracted rate calculated on the actuals of Square Meter areas covered per day, consolidated together and payable on monthly basis, as per the claim submitted by the service provider, measured and certified by the Authorized authority. If the work was not completed, then the amount will be deducted from the bill on day basis with reference to the monthly agreement rate, deducted on Square Metercharges of uncovered areas.
10. The Supervisor of Agency shall be In-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The Supervisor will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Registrar and will be answerable to the Registrar. This will, however, not diminish in any way, the Agency's responsibility under the contract to the Central University of Tamil Nadu, Thiruvavur. The Supervisor will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act. The Agency shall provide necessary undertaking and documentary evidence in this regard.
11. A senior level representative of the Agency shall visit Central University of Tamil Nadu, Thiruvavur at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the University officials the officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the University is not divulged or disclosed to any person by the personnel deployed by it.
12. The Agency shall ensure that any replacement of the personnel, as required by the Registrar, Central University of Tamil Nadu, Thiruvavur for any reason specified or otherwise, shall be effected promptly without any additional cost to the Central University of Tamil Nadu. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Registrar, Central University of Tamil Nadu, Thiruvavur at Agency's own cost.
13. The agency should deploy/engage healthy, energetic male & female housekeeping personnel between the age group of 21- 55 ONLY The employees of the contractor should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and they should be in uniform while on duty.

14. The Agency shall provide good uniform with Photo Identity Cards to its personnel deployed at Central University of Tamil Nadu, Thiruvarur at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately. Incidentals for the respective categories of manpower shall be borne / supplied by the Agency at its cost.
15. Care must be taken to ensure while carrying out the work so that no fittings, fixtures, furnishings are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the contractor, failing which the same will be got done at his risk and cost. The decision of the Designated Officer shall be final and binding on the contractor.
16. CUTN not be responsible for the release of benefits, such as Provident Fund, ESI, Pension benefits, gratuity or any other allowances. Any changes in the minimum wages act or in any other Labour legislation or other statutory obligations during the validity period of the contract shall be the responsibility of the Contractor.
17. All the workers engaged by the Contractor for carrying out tasks under this contract, shall be deemed to be the employees of the contractor's agency. **The Agency shall be solely responsible for their wages (as per the Central Minimum Wages Act), fringe benefits, conduct, duty roster, leave-records, relievers etc.,**
18. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the CUTN / Govt. of India / any State or any Union Territory and should be in uniform/over coat.
19. The day-to-day functioning of the maintenance works/services shall be carried out in consultation with and under direction of the Registrar or his representative, Central University of Tamil Nadu, Thiruvarur. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of The Registrar, Central University of Tamil Nadu, Thiruvarur or other competent authority.
20. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at Central University of Tamil Nadu, Thiruvarur site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall produce / enclose a copy of the remittance receipt of EPF, ESI etc. exclusively for the personnel engaged in CUTN relating to the previous month in accordance to the claim made, while claiming the wages for a month. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Central University of Tamil Nadu for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-
 - a. The Payment of Wages Act 1936
 - b. The Employees Provident Fund & MP Act, 1952
 - c. The Contract Labour (Regulation) Act, 1970
 - d. The Payment of Gratuity Act, 1972
 - e. The Employees State Insurance Act, 1948
 - f. The Employment of Children Act, 1938
 - g. The Motor Vehicle Act, 1988

h. Minimum Wages Act, 1948

21. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Registrar, Central University of Tamil Nadu, Thiruvapur 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.
22. The agency shall ensure that staff appointed by them is fully loyal-to and assist the officers of Central University of Tamil Nadu, Thiruvapur during normal periods as well as during other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the CUTN, Thiruvapur.
23. In case of any loss that might be caused to the Central University of Tamil Nadu, Thiruvapur due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection, Registrar, Central University of Tamil Nadu, Thiruvapur shall have the right to deduct appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to CUTN, Thiruvapur besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, the Registrar, Central University of Tamil Nadu, Thiruvapur shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.
24. One day rest in a week shall be provided by agency to its employees. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
25. The Agency shall arrange to maintain the daily attendance record of the personnel deployed by it showing their arrival and departure time. The Agency shall submit to the Central University of Tamil Nadu, Thiruvapur an attested photocopy of the attendance record and enclose the same with the monthly bill.
26. The wages shall be paid by the agency to their staff on or before 7th of every month for the services rendered during the previous month. The Central University of Tamil Nadu, Thiruvapur shall reimburse the agreed amount on production of monthly bill (in duplicate) towards services rendered along with attendance sheet, pay bill acquaintance sheet satisfactory performance certificate duly verified by the Registrar, Central University of Tamil Nadu, Thiruvapur and other requisites. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department. **GST raised in the monthly invoice will be reimbursed to the Service Provider on submission of proof of GST remittance to the Government after exercising all due checks.**
27. In case of noncompliance/non-performance of the services according to the terms of the contract, the Registrar, Central University of Tamil Nadu, Thiruvapur shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.
28. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify CUTN, Thiruvapur against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or

enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in Central University of Tamil Nadu, Thiruvarur. Any complaint towards non-payment of wages, other liabilities, and statutory obligations will lead to immediate termination of contract with penalty.

29. The decision of the Vice Chancellor Central University of Tamil Nadu, Thiruvarur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
30. In case of any dispute between the Agency and the client The Vice Chancellor, Central University of Tamil Nadu, Thiruvarur shall have the power to decide. However all matters of jurisdiction shall be at the local courts located at Thiruvarur.
31. Agencies / contractors who had been penalized/terminated the contract/issued with warnings/demand notices for non-compliances of statutory dues/GST etc., while working with other state, Central government departments/ agencies/ universities/ educational institutions/private deemed universities/state/central government departments/ PSUs etc., will be summarily disqualified in the technical bid evaluation stage itself. Such bidders shall have no claim to consider their bids for reasons whatsoever it may be.
32. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by The Vice Chancellor, Central University of Tamil Nadu, Thiruvarur. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
- 33.
34. The service provider should provide snake catcher as and when required on urgent basis or he may engage one or two workers who can catch the snakes. No extra payment will be given for such work. All the risks are to be borne by the service provider
35. Income Tax to be deducted at source by the University on the whole monthly bill amount.
36. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
37. An agreement shall be signed with the successful bidder as per specimen enclosed.
38. CUTN reserves the right to award the contract in full to one contractor or more than one contractor by splitting the area.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (First Part) and the 'Agency' (Second Part) and any non-compliance shall be deemed as breach of the Contract/Agreement.

(Documents related to Eligibility Criteria)

PROFORMA FOR TECHNICAL BID

(In separate sealed cover-I super scribed as “Technical Bid”)

S.No	Description						Page. No
1.	Name & Address of the Agency with phone number, email etc. and name, address and telephone/mobile number of contact office in Tamil Nadu and Pondicherry or any other nearby city/Town.						
2.	Date of establishment of the agency						
3.	The bidder should have their office preferably in Chennai/ Trichy /Thanjavur/ Kumbakonam or any other places in Tamil Nadu/ Pondicherry						Self-attested copy of Telephone bill/ Electricity Bill/ Registered Lease Deed indicating the evidencing its location in such territory in the last 3 years.
4.	The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required valid licenses, registration document etc. as per the law and should remark valid till completion of the period cultrate.						Self-attested copy of Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act or document giving evidence of proprietorship registration.
5.	Bidder Should have satisfactorily completed the works for Housekeeping / Cleaning/ Sanitizing Services for at least 03 (three) years, as on 01.04.2023 to a fully residential Higher Educational/ Research Institutions, Universities run by Central Government / State Government (or) for a reputed, UGC Recognized Private University having large campus with residential/ hostel campuses or in any Central/State Government Organizations /PSUs.						Self-attested copies of work Orders, Work Completion Order issued by the competent authority should be self-attested, and enclosed along with the technical biddocuments. Mention total number of experience in the below format supported with copies of work orders, work completion certificate/ feedback report. Failing to complete this portion will render disqualification of technical bid.
	Sl. No	Name of the Organisation with complete address & telephone no, to whom services provided	From	To	Details of work done/ Experience	Total contract Amount (in Rs.)	Reason for Termination

6.	PAN Number (copy to be enclosed)		
7	Labour Registration Certificate of the agency/Firm from the appropriate authority (copy to be enclosed)		
8.	Goods and Service Tax Registration Number (GST) (copy to be enclosed)		
9.	EPF Registration Number (copy to be enclosed)		
10.	ESI Registration Number (copy to be enclosed)		
11.	Annual Turnover (Rs. In Lakh) 2020 – 21 2021 – 22 2022 - 23 Audited financial statements or financial statement showing turnover duly signed by a chartered Accountant are to be enclosed.		
12.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.		
13.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificates to be attached in this regard.)		
14.	Agency's contribution towards provident fund@13.00%. (Yes /No)		
15.	Agency's contribution towards ESI @ 3.25%forworkersper month. (Yes /No)		
16.	Details of the DD of Rs. towards bid security (EMD). DD No. Date: Drawn on: (OR) NSIC/MSME/SSI Registration No. (copy to be enclosed)		
17.	Integrity Pact duly signed. (Format as per Annexure –V)		

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encl.:

1. Terms & Conditions (each page must be signed and sealed)
2. Technical Bid
3. Commercial Bid.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:

Address

Phone No (O):

Fax No. (O):

E-mail:

COMMERCIAL BID

The rates quoted in the tender will be as per the minimum wages as revised by the Ministry of Labour & Employment, GOI from time to time would be payable. The agency shall have to supply manpower depending upon the requirements of the University from time to time.

SALARY STRUCTURE: will be as per the manpower deployed and according to the minimum wages act on monthly basis.

STATUTORY PAYMENTS: (ESI, EPF, GST etc.): As per GOI norms

Sr. No.	Description of Item & Specification	Unit	Rate Quoted per Square Meter to provide the service adhering to all the terms and conditions of the tender, work order and contract agreement being executed (rate in INR)
1.	Monthly maintenance contract fee for providing housekeeping and gardening services for all areas (including manpower, material and machinery) as roughly indicated at Section 4 and mentioned in the tender document.	Sqm / Month	

Note:

- Please note that the agency must visit the campus to study the requirements quoting the rate.
 - Minimum wages as per Central Govt. norms per shift (8-hour shift) per person of Housekeeping workers.
 - Agency's contribution towards provident fund @ 13.00% or as per norms of Dept of EPF, Govt of India,
 - Agency's contribution towards ESI or as per norms of Dept of ESI, Govt of India or workers per month.
 - Any other payments likewise Uniform, Shoe, Gum shoes, Rain coats, etc., should be met by the contractor only. The agency should produce evidence of payment for GST, ESI/EPF etc., as applicable for claiming reimbursement.
 - The Rate quoted by the agency will be fixed throughout the entire contract period of the agency. **CUTN will not be responsible to pay any additional amount owing to the increase in the labour wages, VDA, cost of any materials etc., during the entire period of the contract.** The service charges as per the work order will remain constant throughout the total contract period of 01 (one) year and also during extension period of two years if any.
 - PRICE must be quoted in INR and submitted in enclosed Price Bid Form only.
- CUTN has no liability towards the above.**

I / We accept the above terms & conditions, having understood all the terms, conditions, stipulations and requirements of CUTN for the subject work, I / We have quoted the rate.

(If two or more agencies quote the same rate / fee then decision of the competent authority will be final for selection of L-1 vendor based on higher eligibility criteria i.e Annual Turnover, Year of Experience, etc.,)

(Full Signature of Contractor)

Signature of the Tenderer
Name & Address of the Tenderer with Office Stamp
Date:

Place:

(To be made on Rs 100.00 Non Judicial Stamp Paper)
DRAFT AGREEMENT FORMAT

This agreement is made at Thiruvarur on the _____ day of _____ (month & year) between Central University of Tamil Nadu, Thiruvarur, through **The Registrar , CUTN, THIRUVARUR – 610 005**(*hereinafter* called ‘**Client**’ which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

Second Part

M/s _____, having its registered office at _____

(*Herein after* called the ‘**Agency**’ which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the ‘Client’ is desirous to engage the ‘Agency’ for **Tender for Annual Maintenance Contract for Housekeeping and Gardening Services at Central University of Tamil Nadu, Thiruvarur** on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, EPF, ESI, etc., relating to personnel deployed in Central University of Tamil Nadu, Thiruvarur. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at Central University of Tamil Nadu, Thiruvarur. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the Client reserves its right to:
 - a. revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract
6. **Security Deposit of 10% of the annual contract value (refundable without interest after two months of termination of contract) in the form of Demand Draft or Bank Guarantee issued by any Nationalized Bank/Scheduled/Private Banks having their branches in India shall be furnished by the Agency at the time of signing of the Agreement.**
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at Central University of Tamil Nadu, Thiruvarur.
8. The personnel provided by the Agency shall not claim to become the employees of Central University of Tamil Nadu, Thiruvarur and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment at Central University of Tamil Nadu, Thiruvarur.
9. There would be no increase in rates payable to the Agency during the contract period.
10. The Agency also agrees to comply with Terms and Conditions contained in Tender and appended to this Agreement and amendments thereto from time to time.

11. Decision of The Vice Chancellor, CUTN in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.

12. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

13. In case of any dispute between the Agency and Client, The decision of the Vice Chancellor shall be final dispute if any arises shall be entertained by the Local court at Thiruvarur

THIS AGREEMENT will take effect from _____ day of _____ (month & year) and shall be valid for one year. The same can be renewed for further period on mutual consent

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Thiruvarur in the presence of the witness

<p>For and on behalf of the ‘Agency’</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the ‘Agency’</p> <p>SIGNED, SEALED AND DELIVERED By the said _____ _____(Name) _____ on behalf of the ‘Agency’ in presence of</p> <p>Witness _____ Name _____ Address _____ _____ _____</p>	<p>For and on behalf of the ‘CUTN’</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>By the said _____(Name) _____ on behalf of the ‘CUTN’ in presence of</p> <p>Witness _____ Name _____ Address _____ _____ _____</p>
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MANDATE FORM FOR PAYMENT THROUGH EAT MODULE IN PFMS**DETAILS OF ACCOUNT HOLDER:**

Name of the Vendor/Beneficiary	
Name of the Bank	
Account Number	
IFSC Code	
PAN Number	
GST Number (if applicable)	
Address (Including City, Pin code etc.)	
Mobile No./email id	

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

DATE:

SIGNATURE

INTEGRITY PACT

To,

The Registrar,
Central University of Tamil Nadu,
Thiruvarur.

Sub: Submission of Tender for Annual Maintenance Contract for Electrical and Plumbing Service at Central University of Tamil Nadu, Thiruvarur.

Sir/ Madam,

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

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

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

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

Yours faithfully,

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

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

AND

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (Tender Ref. no: **2023-24/11**) (hereinafter referred to **Annual Maintenance Contract for Housekeeping and Gardening Services at Central University of Tamil Nadu, Thiruvavur.**

herein 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 \ Officer in charge** and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(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 will ful 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 :

SELF - DECLARATION - NON BLACKLISTING

To

The Registrar
Central University of Tamil Nadu

In response to this Tender No.2023-24/11, I/We hereby declare that presently our Company/firm M/s_____is having unblemished record and is not declared ineligible for corrupt and/or fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU/Autonomous Body.

We further declare that presently our Company/firm M/s_____is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of Bid submission and no Criminal case is pending against the firm/employees.

If this declaration is found to be incorrect at any stage then without prejudice to any other action that may be taken, my/our EMD deposit may be forfeited in full and the award of work contract if any to the extent may be cancelled.

Thanking you,

Place: _____

Date: _____

Authorized Signatory