

**NOTICE INVITING ONLINE OPEN TENDER ENQUIRY- HIRING OF VEHICLES
FOR CENTRAL UNIVERSITY OF TAMIL NADU
(E-PROCUREMENT MODE ONLY)**

निविदा सं./Tender No. CUTN/PUR/2026-27/04
निर्गम तारीख/Date of Issue:10.07.2026
समापन की तारीख/Date of closing:03.08.2026



तमिलनाडु केंद्रीय विश्वविद्यालय/Central University of Tamil Nadu
नीलक्कुड़ी परिसर/ Neelakudi Campus
तिरुवारूर/Thiruvavur-610 005

Online tenders are hereby invited in two Bid system from eligible interested bidders for the Hiring of Vehicles for Central University of Tamil Nadu.

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app> and bid is to be submitted online only through the same portal up to the last date and time of submission of tender.

Details of Tender:

1	Tender Notification No	CUTN/PUR/2026-27/04
2	Name of the component	HIRING OF VEHICLES
3	EMD Amount	Rs. 50,000/-
4	Date and time of Online Publication / Download of Tenders	10.07.2026 @ 17.00 Hrs
5	Bid submission start date & time	10.07.2026 @ 17.30 Hrs
6	Bid submission close date & time	03.08.2026 @ 15.00 Hrs
7	Pre bid date, time & Place	20.07.2026 @ 15.30 Hrs at Purchase Section, Admin Block, CUTN
8	Opening of Technical bids	04.08.2026 @ 16.00 Hrs

Bidding Procedures

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the contractors / bidders on the e-Procurement / e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrolment in the e-Procurement site using the “Online Bidder Enrolment” option available on the home page. Portal enrolment is generally free of charge. During enrolment / registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors / bidders through E-mail id as registered.
3. Bidder need to login to the site through their user ID / password chosen during enrolment / registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken / Smartcard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor / Bidder may go through the tenders published on the site and download the tender documents / schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
9. Bidder may log into the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the e-Token / Smart card to access DSC.
10. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the ‘my tenders’ folder.
11. From my tender folder, he / she may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast
14. The Bidder scan update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available

in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.

16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
17. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
18. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.

PRICE BID

19. If the price bid format is provided in a spread sheet file like BoQ_XXXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid / BOQ template shall not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
20. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
21. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.

EVIDENCE FOR ONLINE BID SUBMISSION

22. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
23. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
24. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
25. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128-bit encryption technology. Data storage encryption of sensitive fields is done.
26. The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.
27. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Similarly for any further queries, the bidders are advised to contact over phone: 1-800-233-7315, 0120-4001005 or send an E-mail to ccppp-nic@nic.in.



தமிழ்நாடு கெந்திரிய மித்தவியாலயம்
(சசன்ததவாராபாமரதஅமிமநயி2009கெஅத்த்ரகஸ்தாமபத)
CENTRAL UNIVERSITY OF TAMIL NADU
(Established by an Act of Parliament, 2009)
Neelakudi Campus, Thiruvavur-610005.
☎:04366-277359/email: purchase@cutn.ac.in

TENDERNO.CUTN/PUR/2026-27/04

Date: 10.07.2026

NOTICE INVITING ONLINE TENDER FOR HIRING OF VEHICLES

- 1.1 The Central University of Tamil Nadu invites tender for hiring of vehicles on Monthly/Hourly/Distance basis for official needs under a two-bid system. Initially, the contract shall be awarded for a period of one year. However, the contract may be extended for one more year subject to satisfactory performance at the discretion of competent authority of CUTN on mutual agreement on the existing terms and conditions. The interested parties/ service providers may submit their bids **online only through CPP Portal** (<https://eprocure.gov.in/eprocure/app>) under two-bid system (Technical & Financial).
- 1.2 **Earnest Money Deposit (EMD)**
- i. The Bidder shall furnish, as part of its bid, an **EMD (fixed) by Demand draft drawn in favour of Central University of Tamil Nadu payable at Thiruvavur**. The amount of EMD as follows:

EMD Instruments Details

Item No.	Description	Qty.	Estimated Value in ₹	EMD Amount value in ₹
1	Hiring of Vehicles (Monthly Basis)	05 Nos.	50,000	50,000
2	Hiring of Vehicles (Hourly/Distance Basis)	As and when required basis		

- ii. The firms registered as Micro and Small Enterprises (MSEs) on the Udyam Registration Portal shall be eligible for exemption from EMD, subject to submission of a valid Udyam Registration Certificate. The firm should submit a self-attested photocopy of valid service registration certificate in online CPP Portal.

- iii. Any bid not accompanied with the EMD shall be rejected by the user as non-responsive.
- 1.3 Technical Bid and Financial Bid shall be submitted **online in the respective BOQ on CPP Portal**. The EMD must be sent to the following address on or before **03.08.2026 by 15:00 Hrs.**

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

- 1.4 The technical bids will be opened online through CPP Portal by the Tender Evaluation Committee on **04.08.2026 at 16:00 Hrs.** in the presence of representatives of the bidders. Only one representative for each bidder shall be authorized and permitted to attend the bid opening.
- 1.5 The financial bids of the technically qualified bidders will be opened online through CPP Portal and ranked (total wise evaluation) before awarding the contract. The lowest (L1) bidder will be awarded the contract for hiring of vehicles on Monthly/Hourly/Distance basis for official needs. If the price quoted by two more bidders is same then the L1 bid will be finalized by the evaluation committee.
- 1.6 The successful tenderer shall furnish a Performance Security of **Rs.2,00,000/-** (Rupees Two Lakhs Only) in the form of a Demand Draft or Bank Guarantee issued by a Scheduled Commercial Bank in favour of **“Central University of Tamil Nadu”, payable at Thiruvavur**. The Performance Security shall be submitted at the time of signing of the agreement and shall remain valid for a period of fourteen (14) months from the date of commencement of the contract. The Performance Security shall be released after successful completion of all contractual obligations and settlement of dues, subject to the terms and conditions of the contract.

2. Eligibility Conditions for Bidder

- 2.1 The Firm/Agency should be possessing at least **five (05)** vehicles collectively in any of following Categories (Category-A: Dzire / Honda Amaze / Etios; Category-B: Bolero/ Tata Sumo; Category-C: Innova / Innova Crysta or their equivalents) at the time of bid submission. The vehicles should be registered as commercial vehicles and should be air-conditioned. In case university requires more than 05 vehicles at a time, it will be the responsibility of the contractor to manage the same and provide from anywhere at the contractual rates. **[Mode of Proof: 1) Copy of Registered Certificate of the Vehicle showing that the Bidder is the owner of the vehicle OR Copy of valid lease holding agreement if the vehicle registered on other than firm's name, and 2) Copy of the Vehicle registered as Commercial Vehicle]**
- 2.2 The bidder should have experience in the business of providing hiring vehicles services in Tamil Nadu/Pondicherry region. Experience in providing vehicle hiring services to Government Departments/PSUs/Universities/Companies/Corporate Sector in India. **[Mode of Proof: Relevant proof for having experience in Tamil Nadu/Pondicherry region].**
- 2.3 The bidder should have at least three years of experience in the business of providing vehicles on hiring basis to Central/State Government Departments/Public Sector Undertakings/Universities/Companies/Corporate sector, etc. up to last date of submission of

tender. **[Mode of Proof: Copy of Hiring of vehicle order/Contract showing that the Bidder had carried out similar work (or) relevant document showing that the Bidder is in the business of providing vehicles on hiring basis for at least 3 years.]**

- 2.4 The Bidder should have average annual turnover of **Rs.10 lakhs** during the last three Financial Years (2023-24, 2024-25 and 2025-26) from providing vehicles on hiring basis. **[Mode of Proof: Copy of Profit & Loss Account of the firm for each of the 3 years authenticated by a Chartered Accountant].**
- 2.5 The Bidder should have registered with GST. **[Mode of Proof: The bidder has to enclose the self-attested GST Registration certificate]**
- 2.6 The Bidder should NOT have been debarred/blacklisted or penalized by any Government Department/Agency in the past 3(three) years on account of fraudulent or corrupt practices or inefficient/ineffective performance. **[Mode of Proof: The bidder should give an undertaking for this as per Annexure III]**
- 2.7 The Bidder should submit technical and financial bids with supporting documents and shall be produced a signed copy of the tender document by the authorized person in online CPP Portal. **[Mode of Proof: The bidder should submit filled-in technical and financial bids with supporting documents and sign all the pages of the tender document with his / her full name and status be indicated below the signature along with official stamp of the contracting agency/firm/company online on CPP portal]**

3. General Terms and Conditions

- 3.1. The vehicles for monthly basis to be provided must be of year 2023 model or later and shall not exceed utilization of 50,000 Kms.
- 3.2 The vehicles for hourly/distance basis to be provided must be of year 2021 model or later and shall not exceed utilization of 1,00,000 Kms.
- 3.3 The vehicles for both monthly and hourly/daily/distance basis to be provided must be of air-conditioned. The contractor shall not deploy any vehicle running on LPG/CNG/Electric.
- 3.4 The number of vehicle called for the service is left with the discretion of the University. In case university requires more than 5 vehicles at a time on hourly/daily/distance basis, it will be the responsibility of the contractor to manage the same and provide from anywhere at the rates specified in the contract.
- 3.5. Availability of the monthly vehicles must be 24X7 basis along with medically fit drivers who hold valid Driving License. The University has the right to suspend running of any of the vehicles during the current of the contract.
- 3.6. The successful bidder should have their administrative office at Thiruvaur.
- 3.7. The vehicles hired on monthly basis will be under the administrative control of the Central University of Tamil Nadu during the contract period.

- 3.8. Vehicles may be used for the Inter State travels, if required.
- 3.9. The contractor hiring of the vehicle will be initially for a **period of one year**. However, the contract may be extended for further period of one year on the basis of the existing terms and conditions, if the services of the contractor are satisfactory.
- 3.10. The rates to be quoted are to be filled online in the respective BOQ. The rates quoted shall be fixed for one year, irrespective of the increase in fuel rates, if any, occurring during the period of the contract. After one year of the contract, any change in the quoted rates shall be intimated to the University for Mutual Agreement for which the University has sole discretion.
- 3.11. The rates of taxi running are to be quoted in the prescribed BOQ. Duty Slips in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of CUTN and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- 3.12. The tampering of meter reading, vehicle usage timings, overwriting of summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to cancellation of contract;
- 3.13. Vehicles attached with Vice Chancellor and Statutory officers will have flexible timings and will be stationed at the designated places of the authority (or) residences of the officers as the case may be. The bidder may note that the vehicles provided / drivers deployed shall adhere to flexible in timing/usage considering the academic nature and work of the CUTN.
- 3.14. Halting charges, Night charges for drivers if any, etc., in case of outstation, may be quoted separately in the online BOQ.
- 3.15. All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. will be borne by the contractor.
- 3.16. In case of breakdown of any vehicle, the Contractor shall provide another vehicle, within two hours at no extra cost. The University shall have absolute right to charge **Rs.3000/-** per incident if the vehicle is not provided within two hours.
- 3.17. The bid shall remain valid for **180 days** after the date of opening of bids.
- 3.18. The successful bidder shall have to execute an agreement on the non-judicial paper of the value of Rs.200/- duly signed and stamped.
- 3.19. The successful bidder shall furnish a Performance Security of **Rs.2,00,000/-** in the form of Demand Draft/Bank Guarantee from a Scheduled Commercial Bank, valid for fourteen (14) months from the date of commencement of the contract. In case of extension of contract the performance security may be revalidated accordingly to cover the contractual obligation. The Performance Security shall be released sixty (60) days after completion of all contractual obligations.
- 3.20. The University reserves the right to cancel the tender without assigning any reason.

4. Other Terms and Conditions

- 4.1 The Contractor shall be responsible for the good conduct of the drivers employed and if at any point of time any driver is found to be working against the interest of the university, the said driver shall be removed by the University and an alternate driver shall be provided immediately to the university without any additional cost.
- 4.2 All hired vehicles shall be under the control of the University and shall be parked in designated

- locations in the University premises when not in use during the period of hiring.
- 4.3 Vehicles should be fitted with necessary accessories to drive on State and National highways including during the nights. Fog lights are to be fitted.
 - 4.4 Vehicles should also be fitted with Towing hook.
 - 4.5 Contractor shall obtain vehicle fitness certificate from the Competent Authority, vehicle registration, comprehensive insurance, payment of road tax, inter-state permit, etc.
 - 4.6 Vehicle should be able to move freely to the neighboring States without any restrictions.
 - 4.7 Contractor shall provide valid certificate of pollution check for the vehicle from the concerned authorities from time to time and the same shall be renewed well before the due date. Copies of the renewal certificates shall be deposited with the University.
 - 4.8. All vehicles shall be comprehensively insured against all risks (including the driver and occupants & third party). Insurance policy shall be renewed well before the due date.
 - 4.9 The contractor should assume all liabilities and keep the University wholly indemnified against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the vehicles.
 - 4.10 The University has the right to enter into contract for hiring of vehicles with one or more service providers/bidders.
 - 4.11 The applicant should not assign this contract any part thereof to any third party.
 - 4.12 The successful bidder shall execute an agreement on acceptance of the contract, incorporating the terms of engagement based upon the terms specified in the tender document.
 - 4.13 Driver should always carry all necessary documents like Registration papers, Insurance papers, Pollution Under Control (PUC) clearance, RTO tax payment papers, valid driving license (original) and all other documents that should be carried with vehicle as per rules & regulations of applicable laws.
 - 4.14 In case of any accident to the vehicle, it will be the responsibility of the contractor or his representative (drivers) to lodge FIR etc. with police. All RTO issues and traffic violations are to be taken care by the contractor.
 - 4.15 The contract is valid for providing services of vehicle hiring and at no point of time any or all of the Staff of contractor shall raise a claim for employment in the Central University of Tamil Nadu.
 - 4.16 Drivers should carry sufficient cash for discharging obligations on account of parking charges & toll taxes. Parking charges & toll fee will be reimbursed, upon the submission of documents along with such claims.
 - 4.17 Lodging, boarding, transportation of drivers shall be the contractor's responsibility.
 - 4.18 In the intervening period, if a temporary vehicle is provided by the Contractor and its mileage will be taken separately from reporting to discharging and will be added to the total logbook for the month.
 - 4.19 The driver provided by the contractor should fulfill the following conditions:
 - a. Should be in possession of valid driving license issued by RTO for the class of vehicle he is driving.
 - b. Should wear uniform which should be properly washed/ ironed (Khaki Pant & White Shirt).
 - c. Should be able to read and write Tamil/English, and have minimum three years of experience.
 - d. Should not smoke or drink; chew Pan/ Pan Masala/Tobacco inside the car both while driving and otherwise.

- e. Should not get indulged in any activity inimical to security of the officers traveling in his car.
- f. Should be in possession of Mobile phone with valid connection.
- g. Should not use mobile phone, while driving.
- h. Minimum wages as notified by the Government of India for drivers shall be complied with.
- i. The age of the drivers should be between 18–40 years and Medical Fitness Certificate issued by Competent Authorities from Government Hospital has to be produced while engaging drivers for duty after award of contract.
- j. Drivers shall follow necessary Covid-19 precautionary norms.

4.20 In the event of driver not being in presentable dress, not behaving properly, engaging in rash and unsafe driving, the University shall have right to expel or refuse entry to such drivers and vehicle to be treated as absent.

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

4.22 **Statutory Requirements:** It is desirable to have the Registration with EPF & ESIC. However, if the Service Provider does not possess any or both the above, they shall obtain the same within one month of commencement of Contract as per the rules applicable for the service.

4.22 A **Compliance with Statutory Requirements and Labour Laws:**

The Contractor shall be solely responsible for ensuring compliance with all applicable Central Government and State Government Acts, Rules, Regulations, Notifications, Labour Laws, and other statutory provisions as amended from time to time. The Central University of Tamil Nadu (CUTN), Thiruvarur shall not be responsible for any violation, omission, default, or non-compliance by the Contractor, its employees, drivers, or representatives.

The Contractor shall ensure compliance with the provisions of the Code on Wages and all other applicable labour legislations and statutory requirements in force from time to time.

The Contractor shall ensure that salaries/wages of all drivers and personnel deployed under the contract are disbursed through bank transfer or other legally permissible modes on or before the 7th day of the succeeding month without fail. Documentary evidence of wage disbursement, including wage registers, bank transfer statements, EPF/ESIC remittance records, and any other statutory records, shall be produced to CUTN whenever called for.

Any liability arising out of non-payment of wages, statutory dues, EPF, ESIC contributions, compensation, penalties, taxes, or any other legal obligations shall be borne exclusively by the Contractor, and CUTN shall be indemnified against all such claims, liabilities, proceedings, losses, or expenses.

The provisions contained in the Department of Expenditure, Ministry of Finance, Government of India Office Memorandum issued from time to time, including the Office Memorandum dated 08.05.2026 regarding amendment to Rule 151 of the General Financial Rules (GFR), 2017, and any subsequent amendments thereto, shall be applicable and binding on the Contractor during the currency of the contract.

4.23 Driver should be alert / careful enough to take care of items / material kept in the vehicles.

4.24 Vehicle should carry portable fire extinguisher.

4.25 The contractor shall not refuse to provide the vehicles for out station travel.

4.26 **Penalty Clause:**

a) In the event of non-availability of the contracted vehicle on any day, the contractor shall be liable for a penalty of **Rs.1,000/-** (Rupees One Thousand only) per day per vehicle, in addition to proportionate deduction of the monthly hiring charges for the period of non-availability. Further, any expenditure incurred by the Central University of Tamil Nadu (CUTN), Thiruvavur, towards hiring an alternative equivalent vehicle shall be recovered from the contractor.

b) Repeated instances of non-availability of vehicles, delay in deployment, failure to provide replacement vehicles, or failure to maintain the required service standards may result in cancellation of the contract at the sole discretion of the Competent Authority of CUTN.

c) If the contractor fails to observe or perform any of the terms and conditions of the contract, or fails to provide services in a satisfactory manner within the stipulated time, CUTN shall be entitled to issue a notice requiring the contractor to rectify the deficiency within a specified period.

d) In the event of failure by the contractor to rectify the deficiencies or comply with the contractual obligations, CUTN shall have the right to engage alternative service providers and make suitable arrangements at the risk and cost of the contractor without prejudice to any other rights available under the contract.

e) Any additional expenditure incurred by CUTN due to such alternative arrangements, including the difference between the contracted rates and the rates paid to alternative service providers, shall be recoverable from the contractor and may be adjusted against any amount payable to the contractor, including Performance Security, Security Deposit, pending bills, or any other dues.

f) The contractor shall reimburse such recoverable amount within seven (07) days from the date of receipt of the demand notice issued by CUTN.

g) Persistent failure to comply with the terms and conditions of the contract, including repeated violations attracting penalties, shall render the contract liable for termination at the discretion of the Competent Authority of Central University of Tamil Nadu, Thiruvavur.

h) In case any vehicle provided by the contractor is found to be unfit, unsafe, poorly maintained, non-compliant with the tender conditions, or otherwise unsatisfactory for official use, CUTN reserves the right to reject such vehicle and require immediate replacement. Failure to provide a suitable replacement may lead to imposition of penalties and/or termination of the contract without any liability on the part of CUTN.

5. Terms of Payment

- 5.1 Monthly bills shall be submitted in duplicate to the authority specified in contract, along with photo copy of logbook duly signed by the controlling officer/duty slip (in case of daily/ hours basis vehicle) on or before the **10th day** of the succeeding month and payment shall be processed on a monthly basis subject to verification of the documents. Contractor will submit an undertaking along with monthly bills that he/she will deposit the EPF & ESI in time. The last bill will be processed only on showing the receipt of depositing of all previous EPF & ESI for this contract. In case the Contractor fails to submit the complete bill along with all requisite supporting documents within the stipulated time, a penalty of **Rs.100/-** (Rupees One Hundred only) per day shall be levied for the period of delay, subject to a maximum of **Rs.2,000/-** (Rupees Two Thousand only) per bill. Repeated delays in submission of bills may be treated as unsatisfactory performance and appropriate action may be taken by the University.
- 5.2 **TDS and other statutory levies as applicable will be deducted from contractor's bill as per Govt. Instructions from time to time. GST will be paid to the contractor on reimbursement basis based on proof of remittance of the GST amount raised in the invoice to the government.**
- 5.3 Payment terms are as described in Annexure II (a) and II (b) of the financial bid.
- 5.4 **Basis of Payment:**
- (i) Payment for vehicles hired on monthly basis shall be made on the approved monthly rates quoted by the successful bidder against the prescribed kilometre entitlement for each category of vehicle.
 - (ii) The quoted monthly rates shall be inclusive of vehicle, driver, fuel, maintenance, taxes and all other incidental charges, except charges specifically quoted for extra kilometres, extra hours, halting and night duty.
 - (iii) For Category-A vehicles, kilometre utilization shall be assessed collectively for all vehicles deployed under the category. Any excess kilometres beyond the prescribed entitlement shall be adjusted against shortfall kilometres of other vehicles within the same category during the quarter.
 - (iv) Basic monthly hire charges, driver charges and approved night/halting charges shall be paid on monthly basis upon submission of bills and certified log books.
 - (v) Claims towards excess kilometres, after adjustment of shortfall kilometres, shall be processed on quarterly basis. Any net excess kilometres shall be paid at the approved extra kilometre rate quoted by the contractor.
 - (vi) Any net shortfall kilometres remaining after quarterly adjustment shall be carried forward to the subsequent quarter for adjustment against future excess utilisation.
 - (vii) The decision of the Central University of Tamil Nadu regarding calculation and adjustment of kilometres shall be final and binding on the contractor.

6. **Termination:** The University may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts in the event of the following:
- 6.1 If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by University.
- 6.2 If the contractor fails to perform any other obligation(s) under the contract.
- 6.3 In case the Contract has to be terminated, 30 days' notice in writing shall be given by the either side.
7. **Jurisdiction:** All disputes arising out of this contract shall be subjected to the jurisdiction of Thiruvavarur Court / Madras High Court.

8. **Relationship Certificate**

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

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

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

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

9. **Amendment to bid document**

- 9.1 At any time, prior to the date of submission of bid, the University, for any reason due to its

own initiate or in response to a clarification required by a bidder, modify the bid document by amendments.

- 9.2 Such amendments shall be notified and shall be displayed on University website and these amendments will be binding on all prospective bidders. Without prejudice to the above terms & conditions, the University shall have the right to include / modify any provision, as deemed fit, at a later stage.

10. Integrity Pact:

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

Signature of Bidder with seal



तमिऱनाडुकेन्द्रीयमिश्वरमिद्यालय

(संसदद्वारापारमरतअमिमनयि2009केअतर्तगस्थामपत)

CENTRAL UNIVERSITY OF TAMILNADU

(Established by an Act of Parliament, 2009)

Neelakudi Campus, Thiruvavur-610005.

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

Annexure-I

Technical Bid

AGENCY/FIRM/COMPANY PROFILE		
Sr. No.	Required information	Description
1	Name of the Firm/Agency	
2	Complete Address of the Registered Office	
3	Legal status (Individual, proprietary, partnership firm, limited company, etc.)	
4	Telephone Number(s) Mobile Number E-mail address	
5	GST Registration number issued by the Central Excise Dept. in favour of the Firm/Agency (Attach registration certificate)	
6	PAN Number issued by the IT Dept.in favour of the Firm/Agency (Attach copy of the PAN card)	
7	Month and Year of commencement business(Attach copy of the registration certificate)	

8	Existing total vehicles owned in the name of agency / firm / Individual/ company (Attach Registration Certificates & Insurance Policies)	
9	Annual Turnover (in Rs.) in the field of providing passenger vehicles on hire basis done during the last three years (Attach documentary evidence authenticated by a Chartered Accountant)	2023 – 24: 2024 – 25: 2025 – 26: Average Annual Turnover (Rs.):
10	Previous experience of providing vehicles to Central/State Government Departments/Public Sector Undertakings/Universities/Companies/Corporate sector, etc. (Attach client certificates/work orders etc., clearly giving period of contract for atleast three years)	1. 2. 3.
11	Previous experience of providing vehicles in Tamil Nadu/ Pondicherry region. (Attach client certificate/work order clearly giving period of contract)	1. 2. 3.
12	Details of offices in Tamil Nadu/Pondicherry region	
13	Total number of drivers engaged for different service contracts during the last financial year	
14	Any other relevant details	

Signature of Bidder with seal

CHECKLIST

1. Application Form(Technical Bid) as per Annexure I
2. Application Form (Financial Bid) as per Annexure II (a) & II (b) ***[The price bid shall be submitted only through the prescribed Online BOQ. Submission of price details in the Technical Bid shall lead to rejection of the bid]***
3. GST Registration Certificate (Enclose copy of the Certificate)
4. Written undertaking regarding accepting all the terms and conditions of the tender document. Tender document signed in all the pages with seal of the bidder.
5. PAN(Enclose copy of the Certificate)
6. Proof of ownership of 05 vehicles
7. Copy of Registered Partnership Deed or Articles / Memorandum of Association in the case of partnership firm or Private Limited Company
8. Experience Certificate in the field in supplying commercial vehicles/cars (on full time basis) for at last three years (immediately preceding the date of issue of Tender Notice)
9. Annual Turnover for the last three financial years viz.2023-24, 2024-25 and 2025-26 Audited financial statements or financial statement showing turnover duly certified by a Chartered Accountant.
10. Certificates / Undertaking to the effect that the bidder had never been blacklisted by any of the Government Organization / Agencies.
11. Near Relative Certificate as per Annexure-IV
12. Integrity Pact as per Annexure– V
13. All documents listed above must be **uploaded online in PDF format on CPP Portal [except S.No.2 i.e. Financial bid]**

DECLARATION

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

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

Place: _____

Date: _____

Signature: _____

Name: _____

Designation: _____

Signature and seal of the bidder



தமிழ்நாடுகேந்திரியமிசுவமித்யாலய
(சசந்ததாராபாரர்தானதநநயம2009கேஅர்தர்திசுதானபர்த)
CENTRALUNIVERSITYOFTAMILNADU
(Established by an Act of Parliament, 2009)
Neelakudi Campus, Thiruvavur-610005.
☎:04366-277359/email: purchase@cutn.ac.in

Annexure-II“(a)

Financial Bid

(Annexure II(a) and II(b) should be submitted only in BOQ format available on CPP Portal)

Monthly Basis

Name of Vehicle	Standard running <u>Km</u> per month (All Inclusive Rates for A/c Vehicle + Driver + Fuel + GST)		Rate for extra kilo meters beyond standard km (Inclusive All Taxes)	Night Charges of Drivers [lump sum] (in case of out station duty)
	1000 km with Driver Duty for 12 Hours	2500 km with Driver Duty for 24 Hours		
Category–A (Dzire/Honda Amaze/ Etios or equivalent)				
Category–B (Bolero/Tata Sumo or equivalent)				

*The category indicates the group of vehicles of same specification/models.

Note:

Category A: Three vehicles will be hired for 12hours basis (1,000 km) and one vehicle will be hired on 24 hours basis (2500 km). The payment for Category A will be made of on collectively taking all the vehicles **(5500 Km / per month)**. The additional kilometer will be charged with extra mileage rate by the vendor. Similarly night charges may be also charged as per the quote of the vendor.

Category B: One vehicle will be hired on 24 hours basis (2500 km). In case if exist more than 2500 km, the vendors / travel agencies may separately claim for extra km and extra hours. Whenever the university requires extra vehicles, it will be the responsibility of the contractor to manage the same and provide from anywhere at the contractual rates.

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

Date:

Place:

Signature of Authorized Signatory:

Seal:



तमिलनाडुकेन्द्रीयमिश्वमिद्यालय
(संसदद्वारापाररतअनधननयम2009केअर्गतिस्थानपर्त)
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Hourly / Distance Basis

Annexure-II (b)

Name of Vehicle	Rates in Rs.(All Inclusive Rates for A/c Vehicle + Driver + Fuel + GST)									
	4 hours & 40 km	6 hours & 60 km	8 hours & 80 km	10 hours & 100 km	12 hours & 120 km	24 hours & 200 km	Rate for Extra Hour	Rate for Extra km	Halting Charges	Night charges for drivers[in case of outstation duty]
Category-A (Dzire / Amaze/ Etios Or equivalent)										
Category-B (Bolero / Sumo or equivalent)										
Category-C Innova / Innova crysta Or Equivalent										
Category-D Goods carrying light vehicles such as Tata Ace, Dost, Jayoor Equivalent										
Category-E Goods carrying large vehicles such as Tata 407, Eicher or Equivalent										

Note:

- (i) Hours/distance calculation should commence from the time of reporting of vehicle at CUTN/at designated places.
- (ii) If the travel exceeds the hours/distance slab, the rate will be decided whichever beneficial to the University, calculating the extra kilometer or fitting in the next slab.

Date:

Place:

Signature of Authorized Signatory:

Seal:

**SELF- DECLARATION – NON-DEBARMENT
(On the Letter Head of the bidder)**

**To
THE REGISTRAR,
Central University of Tamil Nadu
Thiruvarur – 610 005**

Sir,

In response to the Tender No. dated _____ Hiring of Vehicles on Monthly/ Hourly/Distance basis, I/We hereby declare that presently our Firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central Government/ Autonomous Body/ Statutory Body/ Central Universities/ IIT / IIM or similar institutes.

We further declare that presently our firm..... is not Debarred/ blacklisted and not declared ineligible, for similar work, by any State / Central Government/ Autonomous Body/ Statutory Body/ Central Universities/ IIT/ IIM or similar institutes as on the date of Bid Submission.

Thanking you,

Yours faithfully,

Signature and seal of the bidder

Name: _____

Place:

Date: _____

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

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

Dated:

Signature

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

In capacity of

NOTE:

- In case of Company/ Institution/Body corporate, a list of all Board of Directors may be submitted along with the bid.
- In case of Company / Institution/ Body corporate, “Near Relative Certificate” are required by all the Directors of Company / Institution/ Body corporate excluding Government of India /Financial Institution nominees and Independent non-official part time Directors appointed by Government of India or the Governor of State.
- In case of Proprietorship firm, certificate will be given by the proprietor.
- For Partnership firm, certificate will be given by all the partners.
- The,,NearRelativeCertificate“shouldbesubmittedasperclause8

Signature of Bidder with seal

INTEGRITY PACT

To,

The Registrar,
Central University of Tamil Nadu,
Thiruvavur.

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

Sir/ Madam,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Central University of Tamil Nadu, Thiruvavur. 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, Thiruvavur shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully,

Signature of Bidder with seal

(To be submitted on non-Judicial stamped paper (Rs.200/-)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2026

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: **CUTN/PUR/2026-27/04**) (hereinafter referred to **Hiring of Vehicles for Central University of Tamil Nadu** at Central University of Tamil Nadu, Thiruvavur.

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

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

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

the tendering process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 60 days after the completion of work under the contract including extension

period (if awarded) and for all other bidders, till the Contract has been awarded. (if applicable)

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

Article 7- Other Provisions

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

Article 8 - Legal and Prior Rights

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

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

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

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

WITNESSES:

1
(signature, name and address)

2
(signature, name and address)

Place:

Date :

ANNEXURE–VI

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and Central University of Tamil Nadu, Thiruvavur (hereinafter called “the Purchaser”) of the other part.

Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of _____ (name of the equipment) (here in after called the contract) to _____ (Herein after called the Supplier) ;(Name of the Supplier)

AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. _____ (Amount in figures and words) as stated above.

After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period).

At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.

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

TheneglectorforbearanceofthePurchaserinenforcementofpaymentofanymoneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ Day of _____ (Month & Year) being here with duly authorized.
For and on behalf of the _____ Bank.

Signature of Authority

Bank official Name:..... Designation:.....

Stamp/Seal of the Bank:

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

<u>Witness1</u>	<u>Witness2</u>
Signature.....	Signature.....
Name.....	Name.....
Address.....	Address.....