

Notice Inviting Tender

The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist.-Ajmer, Rajasthan invites sealed item rate tenders from contractor of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the Central or State Government registered in appropriate class or Original Equipment Manufacturer/ Authorized Service Agent for the following works :

1.	Name of the Work	Non-Comprehensive Annual Maintenance Contract for Air Conditioners (SH: Servicing & Rate Contract)
2.	NIT No.	CURAJ/R/F.136/2022/343 dated 30.04.2022
3.	Estimated Cost	Rs. 19,30,000/-
4.	Earnest money deposit	Rs. 38,600/-
5.	Time of completion	12 (Twelve Months)
6.	Time & Date of submission of Bid	16.05.2022 at 2.00 PM
7.	Time & Date of Opening of Tender	16.05.2022 at 3.00 PM

The tender forms and other details can be downloaded from the University website www.curaj.ac.in and [CPP portal](#) free of cost.

Registrar
Central University of Rajasthan

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INFORMATION AND INSTRUCTIONS FOR BIDDERS

The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist.-Ajmer, Rajasthan invites sealed item rate tenders from contractor of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government registered in appropriate class or original equipment manufacturer/ authorized service agent for the following works :

S. No.	NIT No	Name of work & Location	Estimated cost put to tender	Earnest Money Deposit	Period of completion	Last date & time of submission of tender	Time & date of opening of tender
1	2	3	4	5	6	7	9
1	CURAJ/R/F.136/2022/343 dated 30.04.2022	Non-Comprehensive Annual Maintenance Contract for Air Conditioners (SH: Servicing & Rate Contract)	Rs. 19,30,000/-	Rs. 38,600/-	12 (Twelve Months)	16.05.2022 at 2.00 PM	16.05.2022 at 2.00 PM

1. The contractor of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government have to submit copy of enlistment in appropriate class valid up to date and should have **valid electrical contractor license**. If the main agency do not have any valid electrical contractor license then he will have to associate an agency who is having valid electrical Contractor license of competent authority.
2. The original equipment manufacturer has to submit the registration certificate in respective make (Hitachi/Mitsubishi/Voltas/Daikin/Bluestar/Carrier) or authorized service agent has to submit the dealership letter from respective manufacturer (Hitachi/Mitsubishi/Voltas/Daikin/Bluestar/Carrier) valid up to date.
3. The intending **bidder** must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for bidders shall form part of bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from University website www.curaj.ac.in and [CPP portal](#) free of cost.
5. The bidder must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

6. Earnest Money Deposit in the form of Demand Draft/FDR (drawn in favour of Central University of Rajasthan) of any Scheduled Bank payable at Bandarsindri/Kishangarh, District-Ajmer
7. The Contractor whose tender is accepted will be required to furnish **performance guarantee of 3% (Three Percent) of the tendered amount** within 10 days of issue of letter of award. This guarantee shall be in the form banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipt or Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the 10 days from date of issue of letter of acceptance, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
8. Goods and service tax turn over tax, Excise duty, work contract tax or any other tax on materials as applicable shall be paid by the contractor himself. **The contractor shall quote his rates considering all such taxes.**
9. The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. Both the bids shall be placed in two separate envelope with due mentioning of name of work and bid type. Both Sealed Envelopes should be kept in a main/ bigger envelope with due mention of Name of work date & time of opening of bids. This is to be submitted in the Tender Box, Dispatch Section Room No 101, Ground Floor, Administrative Building, Central University of Rajasthan within the period mentioned above. The University will not be responsible for any postal or other delay whatsoever. The offers submitted by Telegram/Fax/e-Mail shall not be considered. No correspondence will be entertained in this matter.

DETAILED NOTICE INVITING TENDER

The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist.-Ajmer, Rajasthan-305817 invites sealed **Item Rate Tender** from Contractor of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government or original equipment manufacturer/ authorized service agent having successfully completed works of similar nature as per eligibility condition.

1. **Name of Work:** Non-Comprehensive Annual Maintenance Contract for Air Conditioners (SH: Servicing & Rate Contract).
 - 1.1 The work is estimated to cost Rs. 19,30,000/- This estimate, however, is given merely as a rough guide.

2. **Minimum Eligibility Criteria**
 - 2.1 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works as defined here under and of magnitude specified below: -

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one which bids are invited should be either of the following:-

 - a) Three similar completed works costing not less than Rs. 7.72 lakhs for each work.
 - b) Two similar completed works costing not less than Rs. 11.58 lakhs for each work.
 - c) One similar completed works costing not less than Rs. 15.44 lakhs for each work.

(Documentary evidence to substantiate above fact must be submitted along with Annexure-I with technical bid).

Similar Nature of works means “AMC/SITC of Air Conditioners”.
- 2.2 The contractor of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government have to **submit copy of enlistment in appropriate class valid up to date** and should have **valid electrical contractor license**. If the main agency do not have any valid electrical contractor license then he will have to associate an agency who is having valid electrical Contractor license of competent authority.

OR

The original equipment manufacturer has to submit the registration certificate in respective make (Hitachi/Mitsubishi/Voltas/Daikin/Bluestar/Carrier) or authorized service agent has to submit the dealership letter from respective manufacturer (Hitachi/Mitsubishi/Voltas/Daikin/Bluestar/Carrier) valid up to date.
- 2.3 The bidder should have had average annual financial gross turnover not less than Rs. 9.65 lakhs on works during the last three financial years. Year in which no turnover is shown would also be considered for working out the average. **(Documentary evidence to substantiate above fact must be submitted along with Annexure-II with technical bid)**
- 2.4 The bidder should have positive net worth and should not have incurred loss in more than two years during last five years ending last FY, duly certified by Chartered Accountant should be submitted along with the bid document. (Annexure-II)
- 2.4 The Bidder has to submit an undertaking (on letter head) to provide genuine spares or any other item required for maintenance of said work, etc as and when required and also as per direction of Engineer-in-charge. (Annexure-III)

3. The bidders have to submit a list of jobs in progress. Brief details of the units scope of work, names and address (postal mail) of present clients. (Annexure-IV)
4. The track record of the contracting firm/Contractor should be clean and should not be blacklisted or not have any involvement in illegal activities or financial misappropriation / frauds etc by any Central/State Government/Public Undertaking/Institute on any account. **A self-certificate on the Non-Judicial Stamp paper shall be attached.** (Annexure-V)
5. This annual maintenance contract will be valid for a period of one (01) year from the date of issue of work order/service order. However the contract further may be extended for next year on same terms and conditions if the Contractor's performance is found satisfactory. The performance would be evaluated by the University authorities before renewal of contract. Scope of work and cost of such extension may be mutually decided.
6. Agreement shall be drawn with the successful bidder on prescribed Form. The bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
7. **Preparation & Submission of bids :**
 - 7.1 The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers super-scribed name of work and bid type. Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed name of work, time and date of opening of bids.
 - 7.2 The duly completed sealed envelope, superscripting the name of work will be received in the Tender Box, Rom-101 Dispatch Section, Administrative Building, Central University of Rajasthan, Bandarsindri, Kishangarh, District- Ajmer, (Raj) Pin-305817 only up to 02:00 pm on date 16.05.2022 The technical bid will be opened on the same day at 03:00 pm Bidder's representative may be present with their ID proof at the time of bid opening. Any tender received after the prescribed time may not be accepted/ considered for opening. The University will not be responsible for any postal or other delay whatsoever. The offers submitted by Telegram/Fax/e-Mail shall not be considered. No correspondence will be entertained in this matter.
9. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 38,600/- (Rupees Thirty Eight Thousand Six Hundred only) by way of demand draft/Fixed Deposit Receipt drawn in favour of "**Central University of Rajasthan**". The EMD must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be become part of performance Guarantee and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without EMD will be rejected.
Note: The firm who are registered with Medium Small and Micro Enterprise Management (MSME)/Small Scale Industries (SSI) are exempted to submit the EMD (copy of registration must be provided along with technical bid). No other relaxation will be allowed.
11. **Performance Guarantee:** The Contractor whose tender is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the tender amount within 10 days of issue of letter of award. This guarantee shall be in the form banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipt or Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with

the prescribed form. In case the contractor fails to deposit the said performance guarantee within the 10 days from date of issue of letter of acceptance, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

This EMD/Performance guarantee shall be forfeited if he/they fails to comply with any of the conditions of the contract. No interest shall be paid on the EMD/Performance guarantee.

12. **Payment Clause:** Payment will be made after satisfactory completion of work. No advance payment will be made. Income tax and all other statutory tax deduction will be made as per Govt. of India norms.
GST: The amount of GST (if any) charged by the Contractor from the University on account of the services rendered by him, will be paid only after submission of copy of challan of GST with necessary supporting documents with next month bill.
13. The bid submitted shall also become/considered invalid if a bidder quotes nil rates against each item in Item rate tender.
14. The tender for the works shall remain open for acceptance for a period of **Ninety Days (90) days** from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the bidder shall not be allowed to participate in the re-tendering process of the work.
15. Before tendering, the bidder shall inspect the site to fully acquaint himself about the conditions in regard to accessibility of site, nature and extent of ground working conditions of site and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such accounts shall be entertained by the University in any circumstances after award of tender.
16. Except writing rates and amount, the bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed/downloaded form of tenders. If any changes, additions, alterations, modifications are detected in the submitted bid even at a later date when contract has been awarded, the contract will be liable to be void. The decision of Registrar, Central University of Rajasthan will be final & binding to the Contractor in this regard.
17. The authorized person of the contracting firm/ Contractor must put his/her signature on all the pages of the tender documents invariably in having accepted all the terms and conditions in respect of this tender work.
18. The Central University of Rajasthan reserves the right to accept or reject any or all tender bids without assigning any reasons whatsoever and this decision will be binding on all the parties.
19. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his/her retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the

contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

20. **Documents to be enclosed with Technical bid:**

- i Earnest Money Deposit (EMD) of Rs. 38,600/- drawn in favor of Central University of Rajasthan.
- ii Copy of GST Registration Certificate.
- iii Copy of PAN card.
- iv Copy of Experience/work completion certificates from the clients regarding the quality and duration of services rendered during last seven years as described above. (Annexure-I)
- v Copy of work orders from the client regarding the work awarded during last Seven years. (Annexure-I)
- vi Copy of registration certificate in appropriate class of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government or registration certificate/letter with respective make for original equipment manufacturer/authorized service agent, which should be valid upto date.
- vii Copy of audited balance sheets of last three financial years.(Annexure-II)
- viii Copy of document showing net-worth certified by CA.(Annexure-II)
- ix An undertaking to provide genuine spares of diesel engine, alternator and AMF panel or any other item required for maintenance of said work, etc as per direction of Engineer-in-charge. (on letter head of firm) (Annexure-III)
- x Copy of work orders of on-going work at other sites. (Annexure-IV)
- xi A self-certificate showing the track record of contracting firm/Contractor on the non-judicial stamp paper. (Annexure-V)

Note:

1. **Tenders received without EMD will not be accepted.**
2. Each and every page of all the tender documents, annexures, corrigendum/addendum (**if any**) and their annexures should be duly seal & signed and submitted with technical bid.

21. **Financial bid** should contain only the Bidder's/Contractor's quoted rates in the given format (Annexure-XI) enclosed in **Envelope-II** with due mentioning name of work and bid type. Financial bid shall be opened only of those who have submitted proper EMD and have qualified in the Technical Bid as per eligibility criteria and on submission of all the required documents.
22. The tender will be awarded to the bidder who will be qualified in technical evaluation and found overall L-1 in financial bid.
23. Incomplete and unsigned quotations are liable to be rejected. The tender/offers shall not include any conditions whatsoever. In case, any conditions are included in the quotation the same may not be taken into consideration. The offers in such cases are liable to be rejected.

24. This Notice Inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Bid, all the documents including additional or special conditions, specifications and drawings, if any, forming part of the bid as uploaded online at the time of invitation of bid and rate quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard CPWD Form 8/GCC with up-to-date correction slips as applicable.
 - c) Integrity Pact.
25. The tender documents can be seen/ downloaded from the University website www.curaj.ac.in & CPP Portal and all future Corrigendum/Corrigenda will be uploaded on our website.
26. Before submitting the tender, please go through complete tender document and terms and conditions on which the work will be awarded and shall be executed by the successful bidder.
27. Any dispute unless resolved amicable shall be settled by a court of law having jurisdiction over Jaipur/Ajmer.

FORM OF AGREEMENT

(To be executed on non-judicial stamp paper of Rs.500/-)

Agreement No: _____

Dated: _____

CONTRACT FOR NON-COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR AIR CONDITIONERS (SH: SERVICING & RATE CONTRACT) AT CENTRAL UNIVERSITY OF RAJASTHAN, BANDARSINDRI, KISHANGARH, DISTRICT- AJMER

THIS AGREEMENT is made on _____ day of _____ (month), _____(year) between **Central University of Rajasthan, NH-8 Bandarsindri, Tehsil-Kishangarh, District- Ajmer , Rajasthan, Pin-305817**, hereinafter called University, (which expression shall, wherever the context so demands or requires, includes their successors in office and assigns) on the one part and hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/their successors and assigns) on the other part.

WHEREAS the University is desirous that certain works should be executed viz. Non-Comprehensive Annual Maintenance Contract for Air Conditioners (SH: Servicing & Rate Contract) installed at Central University of Rajasthan and has by Letter of Acceptancedated accepted the quotation/offer submitted by the contractor for the execution, maintenance and completion of such works at a total contract price of Rs..... (Rupees only).

Now THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement viz:
 - a) This Form of Agreement
 - b) The Letter of Award dated _____
 - c) NIT document
 - d) Priced Schedule/ Schedule of Quantities.
 - e) Scope of work and conditions of contract.
 - f) All Annexures to NIT
 - g) CPWD Specifications/GCC with upto date correction as applicable.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in the order set out above.
3. In consideration of the payment to be made by the University to the contractor as hereinafter mentioned, the contractor hereby covenants with the University to execute, complete and maintain the works in conformity in all respects within the provisions of the contract.
4. The University thereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works at contract price at the time and in the manner prescribed by the contract.

In WITNESS whereof the parties hereto have caused their respective common seals to be here into affixed (or have herewith set their respective hands and seals) the day and year first above written.

Signed, Sealed And Delivered By

For and on behalf of

By:

Name

Designation

In the presence of

WITNESS

1.

2.

Signed, Sealed And Delivered By

For and on behalf of

Central University of Rajasthan
Bandarsindri, Kishangarh
Ajmer, Rajasthan

By:

In the presence of

WITNESS

1.

2.

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of Central University of Rajasthan

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of20.....

BETWEEN

Central University of Rajasthan through Registrar, Central University of Rajasthan, Bandersindri, Dist- Ajmer. (Hereinafter referred to 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 (NIT No.) (hereinafter referred to as "Tender/Bid") and intends toward, under laid down organizational procedure, contract for -

Here in after referred to the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code(IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the Negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit 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 on-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 wilful 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/Contractors 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 Sub-Contractors/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 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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, CPWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters 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:
Dated :

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of Quantities as per financial bid

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
1.	NIL	NIL	NIL	NIL

SCHEDULE 'C'

Tools and Plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
	NIL	NIL	NIL

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any.

-NIL-

SCHEDULE 'E'

Reference to General Conditions of Contract.

Name of work:- "Non-Comprehensive Annual Maintenance Contract for 05 Nos. of Diesel Generator Sets".

- i. **Estimated cost of work** : Rs. 19,30,000/-
 Earnest Money Deposit : Rs. 38,600/-
ii. **Performance guarantee** : 3% of tendered amount.
iii. **Security Deposit** : 2.5% of billing amount (for SH-B and shall be released after completion of defect liability/warranty period)
- CLAUSE 10C** : **Not Applicable**
CLAUSE 10CA : **Not Applicable**
CLAUSE 10CC : **Not applicable**

SCHEDULE 'F'

General Rules & Directions	General Conditions of Contract for CPWD Works -2014 with amendments upto date of receipt of tender shall read with NIT
Officer Inviting Tender	Registrar Central University of Rajasthan, Bandarsindri, NH-8.

Definitions:

(i) Engineer-in-Charge	Executive Engineer, Central University of Rajasthan, Bandarsindri, NH-8.
(ii) Accepting Authority	Registrar, Central University of Rajasthan, Bandarsindri, NH-8.
(iii) Standard Schedule of Rates	-----

(iv) Department	Central University of Rajasthan
(v) Standard CPWD contract Form	GCC 2014, CPWD form 8 as modified and corrected upto the last date of issue of tender.
Clause 1	
i) Time allowed for submission of performance guarantee from the date of issue of letter of acceptance.	10 days
ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided.	7 days
Clause 2	
Authority for fixing compensation under clause 2.	Registrar, Central University of Rajasthan.
Clause 2 (A).	
Whether clause 2 (A) shall applicable	No
Clause 5	
Number of Days from the Date of issue of letter of acceptance for reckoning date of start.	15 days
Time allowed for execution of work	Twelve Months
Authority to decide:	
(i) Extension of time	Registrar, Central University of Rajasthan, Bandarsindri, NH-8.
(ii) Rescheduling of mile stones	NA
Clause 6, Clause applicable - (6 or 6A) :	Clause 6
Clause 7	NA
Clause 7A	NA
Whether clause 7A shall be applicable	
Clause 8A	Applicable
Contractor to Keep Site Clean	
Clause 10 B (ii)	
Whether Clause 10 B (ii) shall be applicable	No
Clause 10 CA	Not Applicable
Clause 10CC	12 Months
Schedule of component of other materials, Labour, POL etc for price escalation.	
Component of Civil (except materials covered under clause 10CA) / Electrical construction Materials expressed as percent of total value of work.	Xm ...NIL...%
Component of Labour – Expressed as percent of total value of work.	Y.....NIL....%
Component of POL – Expressed as percent of total value of work.	Z.....NIL.....%
Clause 11	
Specifications to be followed for	CPWD General specifications for electrical

execution of work	works Part-I (Internal) 2013 & (HVAC-2017), as amended upto date and additional conditions Specifications.
Clause 12	
12.2 & 12.3: Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building/electrical work.	NA
12.5 :	
(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except work).	NA
(ii) Deviation Limit for items in earth work subhead of DSR or related items	NA
Clause 16	Registrar, Central University of Rajasthan
Clause 18	
List of mandatory machinery, tools & plants to be deployed by the contractor at site	As applicable to be arranged by the contractor
Clause 19	Applicable
Payment of Wages	
Clause 25	
Constitution of Dispute Redressal Committee (DRC) DRC shall constitute one Chairman and two members	Competent Authority to appoint DRC Honorable Vice Chancellor Central University of Rajasthan
Clause 31	
Water shall be supplied by Central University of Rajasthan free of cost.	

Clause 36(i)

Requirement of Technical Representative(s) and recovery Rate

S.No.	Min Qualification of Technical Representative	Discipline	Designation	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 42

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor	Excess beyond permissible variation	Less use beyond the permissible variation

NIL

SCOPE OF WORK & CONDITIONS OF CONTRACT.

1. The scope of work under this contract is Non-Comprehensive Annual Maintenance of Air Conditioners for Window/Split/Tower/Ductable Type shall include
 - a) Preventive Maintenance Servicing (once a year). Besides periodic servicing of the ACs, contract shall include attending the breakdown calls.
 - b) Breakdown Repair in rate contract basis which include supply of all material spares, replacement /repairs of compressor from OEM's, gas charging, air filter, electrical parts, servicing, overhauling, greasing, starting relay, overload protector, wiring repairs, motor rewinding with bush and shaft, tapes including handling charges, blower motor/outdoor fan motor, digital scanner, piping, insulation and spares of outdoor/indoor units replacement etc. as mentioned in BOQ.
2. This Annual Maintenance Contract shall be a contract for different types/make/capacities of air-conditioners. However, most of ACs installed are of Carrier, Hitachi, Daikin, Mitsubishi, Voltas, LG, Blue Star, etc
3. The Periodical/Routine Maintenance work of the Air Conditioners shall be carried out entirely as per the industry standard/maintenance manual of Air Conditioners and CPWD/Rajasthan PWD Specifications, amended time to time.
4. The work shall be carried out as per CPWD specification/GCC wherever applicable, or as directed by Engineer-in-Charge or his authorized representative. Wherever any reference to any Indian Standards Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions there of if any, upto the date of receipt of tenders.
5. The history sheet of servicing/breakdown repairing of each and every unit shall be maintained. The copy of report shall be submitted along with the bill subsequent to the servicing activity. The cleaning/ minor repair of stabilizers shall be covered under the AMC contract.
6. PREVENTIVE MAINTENANCE SERVICES (ONCE A YEAR): The scope of work shall include all checks and tests as detailed under routine maintenance services. In addition annual maintenance services shall also include:
 - a. Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high-pressure jet of water.
 - b. Greasing of blower motors and all moving parts.
 - c. Prevention of rusting of units.
 - d. In off season there is during the lien period of winter the contractor shall attend all the Air conditioner units for major attentions and keep the equipment ready for use for the next summer.
 - e. Checking operation of controls of the air- conditioners such as thermostat, relays, remote control etc.
 - f. Checking air flow through the supply air grill, return air grill, condenser.
 - g. Checking operation of the drive motors and fans
 - h. Checking air temperature at supply air grill, return air grill, Inlet air condenser, outlet air from condenser
 - i. Checking all electrical parts and wiring and repair of such parts. Oiling of all the moving parts.
 - j. Checking Firmness of supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of air-conditioners etc.
 - k. The servicing and maintenance shall be carried out without disturbing the normal functioning of the office.

1. All the required consumable materials like cotton waste, Dhoti and petroleum jelly for cleaning of various installations shall be in the scope of contractor for which nothing etc. shall be paid extra.
7. Break-down Service (BDS):
 - a) Any breakdown call under this contract, the agency shall address the issue on site immediately within maximum 48 Hours of the email/message through any medium. In case of failure due to any unavoidable reasons/circumstances, the contractor has to address the issue with in next 24 hrs with consent of the Engineer-in-Charge. Failing to which, penalty of Rs. 500/- per day shall be imposed against the agency & recovered from the bill.
 - b) A record of such service should be duly acknowledged by the person in charge/user of the location of the air-conditioner and copy of the same has to be submitted to the Engineer-In-Charge. The repairing for the same has to be executed in accordance of the work order issued.
8. Any material/spare parts of Air Conditioner replaced/repared under this contract shall have minimum warranty of 6 months from the date of billing of such replacement/repair.
9. The material required for replacement shall be of same quality/manufacturer and specifications. The dismantled material shall be the property of contractor. The replacement of compressors, which are under warranty/guarantee, will be replaced by the contractor.
10. In case of dismantling/installation of Air Conditioners and allied accessories, the contractor has to handover the site in same condition as earlier (like packing of holes and making wall same with required masonry and paint/putti work etc).
11. The air conditioners that are not serviceable by the agency / beyond economical repair due to obsolescence of technology or non-availability of parts / components / assemblies will be withdrawn from the maintenance contract. The decision of engineer in charge regarding non-availability and obsolescence of technology will be final. Withdrawal of such air conditioners shall be communicated to the agency and equivalent charges shall be not be payable to the contractor.
12. In case an AC is to be taken to the Service Station/Workshop for repairs etc. the prior permission is to be taken from the engineer in charge. CURAJ will not pay any charges for transportation or any other kind of charges. The agency shall be responsible for any damage occurred /loss of any government property owing to negligence on his or his representative's part while repairing or taken for repair at workshop.
13. Any damage or loss caused to connected equipment or their parts due to negligence, mishandling shall be made good by the contractor either by payment in cash as per prevailing market rate of that item or by a new replacement of the same/higher make and specifications.
14. At the time of acceptance of the tender, the contractor shall furnish the details of staff members along with contact details to the corporation who will look after maintenance work of AC's
15. Cancellation of Contract: In cases of poor workmanship and non-compliance of tender/agreement terms & conditions or services provided by the contractor are not found to be satisfactory, the contract shall be terminated by the department by giving 10 days notice even before the expiry of contract period and shall be forfeited the security deposit without assigning any reason what so ever.
16. Any damage resulting to the system on account of the negligence or mall- operation shall be made good by the contractor. Care shall also be taken not to damage installation by improper handling. Nothing extra will be paid for such work.

17. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer-in - Charge.
18. Transportation of Air-Conditioner Units from the office buildings to the contractor's workshop, from one building to another and from the contractor's workshop to the office buildings, will be at the cost of the contractor.
19. The Contractor shall maintain the log books which include number of services provided during contract period with dates and part of equipment got repaired or replaced, with its proper model number and necessary details.
20. The Contractor shall maintain register indicating details of equipment being maintained and details of rooms/ offices/ department/ locations where they are installed with proper model number, make, capacity and necessary details.
21. The contractor shall be fully responsible for rectifying the defect, which may happen during the use up to Twelve months from the date of completion of the work. The decision of Engineer-in-Charge in this regard shall be final & binding. In case the contractor fails to carry out the said repairs, rectifications, replacement within the specified time, the department shall get the repairs / rectifications / replacement as considered necessary at the cost of the contractor by recovering the cost from the performance guarantee/security deposit. In case additional expenditure is incurred by the department on this account, the same shall be borne by the contractor.
22. All the workers and engineers of the agency visiting the University Campus for service and repair of Air Conditioners shall be well dressed and hold a valid I-Card of the agency/firm. All the safety measures like rubber gloves, safety shoes, helmet etc. shall be taken care by the firm while working.
23. The contractor shall take all precaution for safety of the workmen. If any accident/mishap occurs, the department shall not be responsible for the same. Consequently any compensation payable shall be at the contractor cost.
24. If the work is carried out in more than one shifts or during night to meet the time period of completion or in accordance with availability of working area, nothing extra shall be paid on this account. The contractor has to work in accordance with programme, time schedule as directed by Engineer-in-Charge.
25. The contractor shall indemnify and hold Central University of Rajasthan harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works or services provided under this contract.
26. The contractor is not allowed to construct any huts for its workers inside the campus. No cooking or lodging shall be allowed in premises of the University. However, space may be provided subject to availability by the University for keeping materials/spare parts/machinery etc, free of cost.
27. All T & P as and when required for repairs or checking shall be arranged by the contractor and nothing extra shall be paid on this account. Water & Electricity shall be provided at one point free of cost.
28. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer-in - Charge.
29. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.

ANNEXURE – I
(to be submitted with Technical Bid)

Details of works of similar type executed by the bidder

S.No	Name of Company/ Organization with full address, phone, email and name of contact person	Work Description	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Ref. & Date of the Order	No. & Date of completion certificate attached.	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder(s) with Seal

- Indicate gross amount claimed and amount awarded by the Arbitrator.
- Work order & Completion certificate to be attached.
- Supporting documents like notice of award, schedule of qualifying works shall also be attached.

ANNEXURE – II
(to be submitted with Technical Bid)

FINANCIAL INFORMATION

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

S.No.	Descriptions	Figure
1.	Average Gross Annual Turn Over of last three financial years	
2.	Net Profit/Loss of last three financial years	

Signature of Bidder(s) with Seal

Signature of Chartered Accountant with Seal

ANNEXURE – III
(to be submitted with Technical Bid)

UNDERTAKING FOR SUPPLY OF GENUINE PARTS
(on letter head of firm)

I hereby certify that the firm will supply genuine spare parts of the Diesel Engine, Alternator and AMF panel, etc as and when required or as per directions of the Engineer-In-Charge.

I also certify that the firm will execute the work as per the standards of manufacturer and specification given by department and also abide all the terms and conditions stipulated in NIT document.

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

ANNEXURE – IV
(to be submitted with Technical Bid)

LIST OF WORKS WHICH ARE IN HAND (PROGRESS)

S.No	Name of Work	Name & particulars of Dept. where work is being executed	Value of Work	Position of works in progress (Date of start & completion)	Remarks
1	2	3	4	5	6

Seal & Signature of Bidder

ANNEXURE – V
(to be submitted with Technical Bid)

SELF DECLARATION CERTIFICATE
(To be submitted on Non-Judicial Stamp Paper)

I hereby certify that the firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I also certify that firm will execute the work as per the specification given by Institute and also abide all the terms and conditions stipulated in tender.

I also certify that the information given in the bid is true and correct in all aspects and if in any case at a later date it is found that any detail/s provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may imposed any action as per rules.

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

ANNEXURE – VI

FORM OF PERFORMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called " The Government") having offered to accept the terms and conditions of the proposed agreement between.....and(hereinafter called "the said Contractor(s)") for the work.....(hereafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security/guarantee from the Contractor(s) for compliance of lhis obligations in accordance with the terms and conditions in the said agreement.

We.....(hereinafter referred to as "the Bank") hereby (indicate the name of the Bank) undertake to pay to the Government in amount not exceeding Rs.....(Rupees.....Only) on demand by the Government.

2) We do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
.....(Rupees.....only).

3) We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4). We further agree that the guarantee herein contained(indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5) We further agree with the Government that(indicate the name of the Bank) the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the

said Contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6) This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7) We lastly undertake not to revoke this (indicate the name of the Bank) guarantee except with the previous consent of the Government in writing.

8) This guarantee shall be valid upto _____. Unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within 6 Months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the _____ day of _____ for _____ (indicate the name of Bank)