

**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	Comprehensive Annual Maintenance Contract of UPS at Central University of Rajasthan
2.	NIT No.	CURAJ/R/F.132/2021/2041 dated 30.11.2021
3.	Estimated Cost Put To Tender	Rs. 13,87,850/-
4.	Earnest money deposit	Nil (Bid Security Declaration form to be submitted)
5.	Time of completion	12 (Twelve Months)
6.	Time & Date of submission of Bid	21.12.2021 at 2.00 PM
7.	Time & Date of Opening of Tender	21.12.2021 at 3.00 PM

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

Registrar  
Central University of Rajasthan

## INDEX

S. No.	Description	Page No.
1.	Notice Inviting Tender	1
3.	Information and Instruction for Tenderers	3-4
4.	Detailed Notice Inviting Tender	5-9
5.	Form of Agreement	10-11
6.	Integrity Pact	12-15
7.	Proforma of Schedules	16-18
8.	Scope of Work & Conditions of Contract	19-22
9.	Annexure I to VI to NIT	23-30
10.	Bill of Quantities (Financial Bid)	31-34

### INFORMATION AND INSTRUCTIONS FOR TENDERERS

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 . N o .	NIT No	Name of work & Location	Estimat ed cost put to tender	Earnest Money Deposit	Period of completion	Last date & time of submissi on of tender	Time & date of opening of tender
1	2	3	4	5	6	7	9
1	CURAJ/R/F.132/2021/2041	Comprehensive Annual Maintenance Contract of UPS at Central University of Rajasthan	Rs. 13,87,850/-	Bid declaration form to be submitted	12 (Twelve Months)	21.12.2021 at 2.00 PM	21.12.2021 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. In this case, the contractor has to submit letter for association of agency (authorized dealer) for execution of contract, as per CPWD Manuals.
2. In case of OEM, proof of being Original Equipment Manufacturer has to submitted OR In case of authorized service agent, current authorization /dealership letter from OEM has to be submitted, valid up to date.
3. The intending **tenderer** 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 tenderers 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](http://www.curaj.ac.in) and CPP portal free of cost.
5. The tenderer must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the tenderer, 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.~~ Bidders are required to submit Bid Security Declaration Form in the prescribed format on the letter head of firm, as per Annexure- VII
7. 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.
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/state government OR original equipment manufacturer/ authorized service agent having successfully completed works of similar nature as per eligibility condition.

1. **Name of Work:** Comprehensive Annual Maintenance Contract of UPS at Central University of Rajasthan
  - 1.1 The work is estimated to cost Rs.13,87,850/- This estimate, however, is given merely as a rough guide.
  
2. **Minimum Eligibility Criteria**
  - 2.1 Intending tenderer 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 application are invited should be either of the following:-
    - a) Three similar completed works costing not less than Rs. 1.41 lakhs, for each work.
    - b) Two similar completed works costing not less than Rs. 2.12 lakhs, for each work.
    - c) One similar completed works costing not less than Rs. 2.82 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 of UPS”.**
  - 2.2 The Tenderer must submit copy of registration certificate in appropriate class of CPWD, MES, BRO, State PWD/Public sector undertakings set up by the central/state government OR In case of OEM, proof of being Original Equipment Manufacturer has to submitted OR In case of authorized service agent, current authorization /dealership letter from OEM has to be submitted, valid up to date.
  - 2.3 The tenderer should have had average annual financial gross turnover not less than Rs. 15 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 tenderer should have positive net worth and should not have incurred loss in more than two years during last five years ending 31st March 2021, duly certified by Chartered Accountant should be submitted along with the bid document. (Annexure-II)
  
3. The tenderers 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 tenderers must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).
5. 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)
6. 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.
7. Agreement shall be drawn with the successful tenderer on prescribed Form. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
8. **Preparation & Submission of bids :**  
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 last date of submission as 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.
9. **Earnest Money Deposit: Bidders are required to submit Bid Security Declaration Form in the prescribed format on the letter head of firm, as per Annexure- VII**  
~~The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 10,000/- (Rupees Ten Thousand 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 tenderer shall become part of performance Guarantee and for unsuccessful tenderer(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 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 favoring Central University of Rajasthan payable at Bandarsindri/ Kishangarh, District-Ajmer, Rajasthan.
  - The performance Guarantee shall be valid upto the contract period plus 90 days beyond that. The said performance guarantee shall be returned to the contractor after satisfactory

- completion of contract period.
- In case the contractor fails to deposit the said performance guarantee within the 10 days from date of issue of letter of acceptance/work award, including the extended period if any, then the said performance guarantee shall be deducted from the bill.
  - 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 on quarterly basis after satisfactory completion of service. 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. **Security Deposit:**
- 2.5% of the billed amount (Schedule B & C) shall be deducted from the bill to cover the Warranty period of Battery.
  - The said security deposit shall be returned after satisfactory completion of warranty period.
  - This security deposit shall be forfeited if he/they fails to comply with any of the conditions of the contract. No interest shall be paid on the security deposit.
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 tenderer 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 tenderer shall not be allowed to participate in the re-tendering process of the work.
15. Before tendering, the tenderer 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 tenderer 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. The bid submitted shall also become/considered invalid if a tenderer quotes nil rates against each item in Item rate tender.
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) - Bid Declaration Form on letter head of firm
- 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/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 parts 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 Tenderer'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. This Notice Inviting Bid shall form a part of the contract document. The successful tenderer/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.
- 
- 23. The tender documents can be seen/ downloaded from the University website [www.curaj.ac.in](http://www.curaj.ac.in) & CPP Portal and all future Corrigendum/Corrigenda will be uploaded on our website.
  - 24. 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 tenderer.
  - 25. 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 05 NOS OF DIESEL GENERATOR SETS INSTALLED 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 05 Nos of Diesel Generator Sets installed at Central University of Rajasthan and has by Letter of Acceptance .....dated .....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

Signed, Sealed And Delivered By

*For and on behalf of*

*For and on behalf of*

Central University of Rajasthan  
Bandarsindri, Kishangarh  
Ajmer, Rajasthan

By:

By:

Name

Designation

In the presence of

In the presence of

WITNESS

WITNESS

1.

1.

2.

2.

**To be signed by the tenderer 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 this .....day of .....20.....

**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 "Tenderer/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 Tenderer(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 Tenderer(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential/ additional information through which the Tenderer(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 Tenderer(s)/Contractor(s)**

1) It is required that each Tenderer/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 Tenderer(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 Tenderer(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 Tenderer(s)/Contractor(s) will not enter with other Tenderer(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 Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(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 Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Tenderer(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 Tenderer(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 Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Tenderer(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 Tenderer(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 Tenderer(s)/Contractor(s) and the Tenderer/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Tenderer(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 Tenderer(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Tenderer/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 Tenderer(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 Tenderer/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer 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 Tenderer 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 Tenderer 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 Tenderer/Contractors deemed fit by the Principal/ Owner.
- 3) If the Tenderer/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 Tenderers/Contractors/SubContractors**

- 1) The Tenderer(s)/Contractor(s) undertake(s) to demand from all subContractors a commitment in conformity with this Integrity Pact. The Tenderer/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 Tenderers and Contractors.
- 3) The Principal/Owner will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Owner and the tenderer, 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 tenderers, 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 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 Tenderer/Contractor)

**WITNESSES:**

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

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

Place:

Dated :

## PROFORMA OF SCHEDULES

### SCHEDULE 'A'

Schedule of Quantities **as per sheet attached**

### 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:-** "CAMC of UPS installed at Central University of Rajasthan."

- i. **Estimated cost of work** : Rs. 13,87,850/-  
ii. **Earnest Money Deposit** : Bid Security Declaration form to be submitted. Annexure-VII  
iii. **Performance guarantee** : 3% of tendered amount.  
iv. **Security Deposit** : Nil (If applicable shall be mentioned specifically in NIT)

- 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	<b>Registrar</b> <b>Central University of Rajasthan, Bandarsindri, NH-8.</b>

#### Definitions:

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



(v) Standard CPWD contract Form	<b>GCC 2014, CPWD form 8 as modified and corrected upto the last date of issue of tender.</b>
<b>Clause 1</b> i) Time allowed for submission of performance guarantee from the date of issue of letter of acceptance. ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided.	<b>10 days</b> <b>7 days</b>
<b>Clause 2</b>	
Authority for fixing compensation under clause 2. <b>Clause 2 (A).</b> Whether clause 2 (A) shall applicable	<b>Registrar, Central University of Rajasthan.</b> <b>No</b>
<b>Clause 5</b>	
Number of Days from the Date of issue of letter of acceptance for reckoning date of start.	<b>15 days</b>
<b>Time allowed for execution of work</b>	<b>Twelve Months</b>
<b>Authority to decide:</b>	
<b>(i) Extension of time</b>	<b>Registrar, Central University of Rajasthan, Bandarsindri, NH-8.</b>
<b>(ii) Rescheduling of mile stones</b>	<b>NA</b>
<b>Clause 6, Clause applicable - (6 or 6A) :</b>	<b>Clause 6</b>
<b>Clause 7</b>	<b>NA</b>
<b>Clause 7A</b> <b>Whether clause 7A shall be applicable</b>	<b>NA</b>
<b>Clause 8A</b> <b>Contractor to Keep Site Clean</b>	<b>Applicable</b>
<b>Clause 10 B (ii)</b>	
Whether Clause 10 B (ii) shall be applicable	<b>No</b>
<b>Clause 10 CA</b>	<b>Not Applicable</b>
<b>Clause 10CC</b>	<b>12 Months</b>
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.  Component of Labour – Expressed as percent of total value of work.  Component of POL – Expressed as percent of total value of work.	Xm ...NIL...%  Y.....NIL....%  Z.....NIL.....%
<b>Clause 11</b>	
Specifications to be followed for execution of work	<b>CPWD General specifications for electrical works Part-I (Internal) 2013 &amp; ( HVAC-2017),</b>

	<b>as amended upto date and additional conditions Specifications.</b>
<b>Clause 12</b>	
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). (ii) Deviation Limit for items in earth work subhead of DSR or related items	NA NA
<b>Clause 16</b>	<b>Registrar, Central University of Rajasthan</b>
<b>Clause 18</b> List of mandatory machinery, tools & plants to be deployed by the contractor at site	As applicable to be arranged by the contractor
<b>Clause 19</b> <b>Payment of Wages</b>	<b>Applicable</b>
<b>Clause 25</b> 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
<b>Clause 31</b> 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				

NIL

## **SCOPE OF WORK & CONDITIONS OF CONTRACT**

1. Details of UPS at CURAJ, to be covered under AMC:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Qty.</b>
1	1KVA UPS	14
2	2KVA UPS	5
3	3KVA UPS	2
4	5KVA UPS	3
5	10KVA UPS	2
6	15KVA UPS	6
7	20KVA UPS	4
8	40KVA UPS	2

**Note:** CURAJ reserves the right to increase or decrease the quantities of contracted items any time during the currency of the contract. Accordingly, charges would be increased/ decreased on a pro-rata basis. Make of UPS as installed at Site i.e. Luminous, BPE, Uniline, APC, etc.

2. **Payment Clause:**

- a) No advance payment will be made, in any case. The payment of AMC will be released quarterly (after making necessary deductions) and on satisfactory completion of maintenance work for that particular quarter. The payment will be made after deduction of TDS, as applicable.
  - b) Any payment received in excess, will have to be refunded by the vendor to CURAJ in the event of termination of contract.
  - c) Payment for any inclusion/deletion of UPS (other than the scheduled items) will be calculated on a pro-rata basis.
  - d) The payment for last quarter of the contract period will be released after satisfactory take over by the next incoming AMC provider/CURAJ. The cost of all defective parts/components of the Systems found defective/non-functional by the next incoming AMC provider shall be borne by the tenderer, which may be adjusted from the payment of the last quarter of the contract period and security deposit, if required.
3. The AMC is comprehensive and shall include repairs/replacement of all spare parts and sub-assemblies and connecting electrical wires. The firm shall use good quality spare parts, preferably of the same brand as that available in the original system.
- a) All the consumable articles/parts such as material required for cleaning of equipment and machinery, repairs/replacement of spare parts and maintenance will be provided by the service provider at no extra charge.
  - b) AMC price will not include battery replacement. However, Batteries should be maintained so as to give full voltage to the UPS.
  - c) The contract shall also include shifting/reinstallation of UPS system and to update the installed UPS if required, without any extra cost.
4. Breakdown Calls - UPS should be attended in the stipulated time as and when the fault is reported.
5. The cost of all the spares that are repaired/replaced in the online UPS system will be covered under the AMC. The old parts removed from the online UPS will become the property of Vendor.

6. The annual maintenance of the UPS shall be carried out entirely as per the prescribed guidelines of Original Equipment Manufacturer/ Authorized Service Dealer.
7. Any damage or loss caused to the UPS(s) or their parts during repair due to negligence, mis-handling or by any other reason shall be borne by the Bidder, either by paying the prevailing market price of that item(s) or buy a new one in the name of CURAJ (from OEM) of the same make and same or better specifications
8. The Tenderer shall maintain the UPS/equipment and shall use genuine/original components for replacement wherever needed. All parts, for carrying out the AMC, shall be procured from a Authorized Reseller/s of Original equipment Manufacturer (O.E.M) Company. CURAJ may insist the short-listed Bidder to provide a copy of Invoice to ensure that only genuine spare parts are being procured from authorized Resellers.
9. All the repairs and servicing of equipment shall be carried out on site at the place where it is located. All the necessary tools and consumables like H.R.C fuses, super fuses etc. and worn out parts and broken parts and other replaceable parts shall be borne fully by the contractor. In the event of any damage in any part/equipment of the UPS, the same will be replaced by the contractor at his own cost and UPS will be kept in fully operational state all times during the contract period
10. Bidder has to provide details of authorized person viz designation, address, email address, telephone /mobile No. who shall carry out maintenance and attend breakdown calls.
11. Preventive Maintenance:
  - a) The service personnel will visit the installation sites for monthly for checkup of all UPS and submit its report to Estate Office.
  - b) The Tenderer shall be responsible for preventive and corrective maintenance of all UPS(s) covered under the contract. Preventive Maintenance will include cleaning and servicing of the peripherals, replacement of worn-out parts, perform thorough dusting and vacuuming of all cabinet interiors, Run all UPS diagnosis and correct problems, Clean and tighten all power connections at inputs and outputs terminals, at all circuit breakers, and at all terminal posts and fuses on the rectifier and inverter legs, check all power cable for abrasions and burn spots, checking the general performance of Online UPS systems. Visual Checks components for signs of overheating, swelling, leaking etc. Visually check printed circuit board alignments, etc.
  - c) The report of preventive maintenance shall be sent to the Estate Office. The quarterly payment shall strictly be made on the basis of satisfactory report as endorsed by Site-In-Charge and preventive maintenance register/file.
  - d) If the bidder fails to render Preventive and corrective maintenance of UPS covered under the Contract quarterly. Liquidated damages at the rate of Rs. 500/- (Rupees Five hundred only) per UPS per day shall be payable by the bidder to CURAJ.
12. Apart from the preventive maintenance visits, any breakdown calls in between emanating from the user will also be attended to.
13. The complaints will be lodged by CURAJ with the vendor by way of electronic communication i.e. via e-mail & WhatsApp/SMS and mobile phone. For the purpose a register/file of complaints will be maintained by CURAJ Estate Division, recording the details of every UPS under AMC, the details of preventive maintenance, lodging/resolution of complaints etc., which shall be

countersigned by vendors' representative and verified by the Site-In-Charge of CURAJ. This data will be used for monitoring the contract and for processing the bills of the bidder.

14. Penalty Clause:

- a) Ordinarily a complaint must be attended within 24 hours from the time of lodging the complaint when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, the maximum period allowed for defect rectification shall be 48 hours. If the complaint remains unattended for 48 hrs after lodging the complaint, the contractor will be liable to pay a penalty fee Rs. 500/- per day and the same will be deducted from the bill submitted by the contractor.
  - b) In case of failure of the contractor to resolve the complaint within 10 working days, CURAJ will be free to get the same repaired or part replaced by other authorized/suitable service agency and the cost/expenditure incurred therein shall be recoverable from the bill or Performance Security/Security Deposit submitted by the Contractor, in addition to penalty clause (a) above. In case additional expenditure is incurred by the department on this account, the same shall be borne by the contractor.
15. As far as possible, the repairs would be carried out on-site itself. Necessary tools/equipment for service/maintenance will be brought/ kept by the Service Engineer while attending the failures of the equipment. However all necessary assistance for providing electricity point needed in connection with testing (at the location of equipment) shall be provided by CURAJ . In case the equipment is required to be taken to the workshop, all arrangements shall be made by the vendor. Necessary Gate Pass for taking the equipment outside the University Campus shall be provided by the user. The firm should ensure to deliver the functional equipment back to University at their own cost and risk after getting it repaired promptly. The original unit shall in any case be repaired/returned within a period of one month failing which a penalty of 0.5% of unit AMC charge as contracted shall be levied per week per peripheral which will be limited upto 10% of the total contract value, the same shall be deducted from the quarterly bill or Performance Security deposited by Contractor (if required).
16. During the visit of Bidders personnel, if there is power failure/no electricity due to grid/distribution failure then the down time shall be calculated based on actual site condition. The stipulated time frame will be computed from the time the complaint is lodged by CURAJ with the Bidder by way of electronic communication i.e., via e- mail & whatsapp/SMS. In case the complaint is lodged after 04.00pm, the computation of time will begin from 09.30am next working day. Also, the closed holidays of CURAJ will be excluded while computing the time frame unless the Bidder is granted prior permission and instructed to work on such holidays in exigencies. Delays not attributable to selected bidder shall be considered for exclusion for the purpose of computing liquidated damaged.
17. The vendor before commencing the AMC, may inspect all items to ensure that Systems to be put under this AMC are in sound working condition. Initial cost of defective parts/components of the Systems found defective/non-functional shall be borne by CURAJ, before these are handed over to the vendor for AMC. Once the contract is entered between CURAJ and the Bidder, no further cost towards such replacement of defective/work-out parts will be given to the vendor, except AMC charges.

18. It shall be the responsibility of the vendor to maintain the UPS(s) in working condition throughout the contract period and to hand over the same in working condition to the new tenderer/CURAJ after expiry of the contract.
19. The Systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/assemblies/components, will be withdrawn from the maintenance contract. The decision of CURAJ regarding non- availability and obsolescence of technology and withdrawal of these items from the maintenance contract will be final. Withdrawal of such systems shall be intimated to the agency and maintenance charges shall be proportionately deducted accordingly.
20. The Grand Total of the Rates quoted in the price Bid will be considered only for the purpose of determination of L1 Bidder; however the actual payment to the Bidder will be computed on the basis of the rate quoted in the price bid for the respective item per annum. The number of items covered under AMC may decrease or increase during the period of contract, in which case the payment will be made on pro rata basis on the basis of the rate quoted in the price Bid.
21. If the University is not satisfied with the performance of the firm, the contract may be terminated before completion of AMC period by giving one month notice to the firm. The decision of the University will be final. Consequential, damages and losses arising out of any faulty maintenance/service/repair will be recovered from the contractor at the time of payment of bills.
22. All the workers and Engineers of the Agency visiting at the University Campus for repair and maintenance of UPS shall be in proper uniform. All the safety measures like rubber gloves, safety shoes, helmet etc. shall be taken care of by the firm while working.
23. The contractor shall take all precautions for the 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 shift 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 the 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.
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.
28. The contractor shall be responsible for the safety of his staff. The agency shall display the contact number in the Generator Room for making contact in case of any emergency.

**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).

<b>S.No.</b>	<b>Descriptions</b>	<b>Figure</b>
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 UPS 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)**

<b>S. N o</b>	<b>Name of Work</b>	<b>Name &amp; particulars of Dept. where work is being executed</b>	<b>Value of Work</b>	<b>Position of works in progress (Date of start &amp; completion)</b>	<b>Remar ks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

**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)

**Bid Security Declaration Form**

(to be submitted with technical bid on letter head of firm)

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

Tender No. \_\_\_\_\_

To  
The Registrar  
Central University of Rajasthan  
Bandarsindri, Kishnagarh Ajmer

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /we are in a breach of any obligation under the bid conditions, a) because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed in the capacity of:

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate)

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

Signature of Contractor with seal