

### **Notice Inviting Tender**

The Registrar, Central University of Rajasthan invites sealed quotations from the reputed and experienced agencies/ authorized service providers for the work “Comprehensive Annual Maintenance Contract of RO Water Purification Systems of Hi-Tech, Eureka Forbes & Kent Make and Annual Repairing Contract of Water Coolers of Sidwal & Voltas Make installed at various locations of Central University of Rajasthan, NH-08, Bandarsindri, Dist.- Ajmer, Rajasthan.

1.	Name of the Work	Comprehensive Annual Maintenance Contract of RO Water Purification Systems and Annual Repair Contract of Water Coolers at Central University of Rajasthan.
2.	NIT No.	CURAJ/R/F.132/2021/2005 dated: 26.11.2021
3.	Estimated Cost Put To Tender	Rs. 8,36,000/-
4.	Earnest money deposit	Nil (Bid Security Declaration form to be submitted) Annexure-III
5.	Time of completion	12 (Twelve Months)
6.	Time & Date of submission of Bid	20/12/2021 at 2.00 PM
7.	Time & Date of Opening of Tender	20/12/2021 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

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**DETAILED NOTICE INVITING TENDER**  
**FOR**  
**Comprehensive Annual Maintenance Contract of RO Water Purification Systems**  
**And**  
**Annual Repair Contract of Water Coolers at Central University of Rajasthan.**

The Central University of Rajasthan invites sealed quotations from the reputed and experienced agencies/ authorized service provider “Comprehensive Annual Maintenance Contract of RO Water Purification Systems of Hi-Tech, Eureka Forbes & Kent Make and Annual Repairing Contract of Water Coolers of Sidwal & Voltas Make installed at various locations of Central University of Rajasthan, NH-08, Bandarsindri, Dist.- Ajmer, Rajasthan.

Details:

- |  |                                       |                                     |
|--|---------------------------------------|-------------------------------------|
| 1. Last date and time for submission of tender | 20/12/2021                            | upto 02.00 PM                       |
| 2. Date and time of opening of tender:         | 20/12/2021                            | at 03.00 PM                         |
| 3. Estimated Cost Put to tender                | Rs. 8,36,000/-                        |                                     |
| 4. Amount of EMD                               | Bid Declaration form to be submitted. |                                     |
| 5. Tender Fee                                  | -                                     | Nil of tender documents downloaded. |

**1. MINIMUM ELIGIBILITY CRITERIA: -**

- 1.1 The agency should be authorized by the Hi-Tech/ Eureka Forbes/ Kent and/or Voltas/ Sidwal for performing R&M Works and to take CAMC /ARC of their machines. (Proof of document to be attached).
- 1.2 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 application are invited should be either of the following:-
- Three similar completed works costing not less than 40% of estimated cost, for each work.
  - Two similar completed works costing not less than 60% of estimated cost, for each work.
  - One similar completed works costing not less than 80% of estimated cost, for each work.
- (Documentary evidence to substantiate above fact must be submitted along with technical bid).**
- Similar Nature of works means** “AMC of RO plants/water purification systems and/or Repairing of water coolers”.
- 1.3 The bidder must possess valid GST Registration Number and PAN No., copies of which should be enclosed with the bid.
- 1.4 The bidder must submit an undertaking for supply of genuine parts Annexure-I
- 1.5 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-II)**

2. The University reserves the right to accept or reject any or all tenders without assigning any reasons.
3. ~~The offer/tender should be accompanied by a crossed Demand Draft for Rs.11,840/- (Rs. Eleven Thousand Eight Hundred Forty only) as Earnest Money Deposit (EMD) in favour of the Central University of Rajasthan payable at Bandarsindri/ Kishangarh without which tender will not be accepted. The EMD will not carry any interest. EMD of unsuccessful tenderers will be refunded after finalization of the bid i.e. after issue of work order to successful firm.~~  
Bid declaration form to be submitted along with technical bid as per prescribed format.
4. Bidders are requested to quote their most competitive rate in schedule of items given at Financial Bid form.
5. The rate must be stated for each item separately both in words and in figures. In case of discrepancy between the price quoted in word and figures, the rates quoted in words will be treated as final.
6. Prices should be inclusive of all leviable govt. taxes (GST) and free services and replacement of all components as and when required to maintain the quality of drinking water as per Indian standards.
7. **The validity of the bid should be 90 days from the last date of the submission.**
8. Before quoting the rate, contractor may visit the site to judge the conditions of existing RO's & Water Coolers.
9. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 3% (Three percent) of the tendered amount within 15 days. This guarantee shall be in the form of Banker's Cheque/ Demand Draft/ Pay order of any scheduled bank (in case guarantee amount is less than 1,00,000/-) or Government Securities or fixed Deposit Receipts or Bank Guarantee from any scheduled Bank. The contractor may request for adjustment of EMD against performance security also.
10. 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. Clarification, if any, shall be obtained in writing from the Registrar, Central University of Rajasthan, before submission of the quotation.
11. Incomplete and unsigned quotations are liable to be rejected.
12. In addition to above, skilled service personnel(s) and a senior technical person of the firm has to make a quarterly visit to check that all the equipments under CAMC , are working properly. At the end of the period of CAMC, all machines under CAMC will be handed over as functional machine along with treated Water Quality Analysis Report of the last month of the CAMC.
13. The contractor has to maintain a register for the periodical inspections, which have to be signed by representative of the Central University of Rajasthan. The contractor should depute only qualified/experienced technicians/ engineers for carrying out the preventive maintenance work.
14. The CAMC /ARC shall be for one year and the University reserves the right to extend CAMC /ARC for one more year on the same terms and conditions, depending on the quality services rendered by the bidder, as per discretion of the University.
15. The CAMC /ARC shall be in force for the period of one year from the date as mentioned in the award letter. However, the date of start of CAMC /ARC for various machines may be different.
16. If the tenderer fails to undertake the job satisfactorily during any period of time of CAMC or withdraws his services permanently or not attending the complaint within 10 days, the University has every right to cancel the contract and forfeit the security deposit/ performance guarantee without assigning any reason what so ever. Further, the University may get the said unattended complaint resolved from any other firm charges for which shall be deducted from the bill/performance guarantee.

17. The offer to be addressed to Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Dist Ajmer and must reach/ drop on or before 20/12/2021 by 2.00 P.M in Room No. 101, Administration Building, Central University of Rajasthan.
18. The Bidder shall submit his bid in a sealed envelope containing all necessary documents such as duly signed tender form, EMD, Authorized dealership/ CAMC provider certificate of Hi-Tech or/ and Eureka Forbes or/ Kent as the case may be, alongwith one separate sealed envelope as Financial Bid in the prescribed Annexure A.
19. **The tenders will be in two bid system.**
  - Envelope-I** shall be **super scribed** as “**Technical B i d** ” and shall contain the following
    - i) Earnest Money Deposit (EMD) – Bid declaration form to be submitted.
    - ii) Copy of PAN card.
    - iii) Copy of GST registration
    - iv) Copy of Experience Certificates as described above.
    - v) Duly signed of complete downloaded tender document.
    - vi) Authorized dealership/ CAMC provider certificate of Hi-Tech or/ and Eureka Forbes or/ Kent make.
    - vii) Annexures- I to III
  - Envelope-II** should be **super scribed** with “**Financial Bid**” and should contain only the quoted rates in the given format.
20. No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bids. Postal delay or loss of tender in transit will not be the responsibility of Central University of Rajasthan.
21. It will be the responsibility of successful bidder to submit the treated water test report from any reputed & registered lab of all the RO Systems on quarterly basis at his own cost.
22. University reserves the right to split/ combine the tender for award of work to the qualified/ eligible bidders for different specifications/ make of RO Plants.
23. **TENDER OPENING AND EVALUATION**

The bid (envelopes) shall be opened by the Tender Opening Committee of Central University of Rajasthan as per detailed mentioned above in Administration building, in the presence of bidders' representatives, who choose to attend the same.
24. **PAYMENT**
  - 24.1 No payment in advance shall be made.
  - 24.2 For Schedule „A”- Payment will be made on quarterly basis after satisfactory services certified by the Engineer-In-charge and submission of water test report from reputed lab as per direction of Engineer-in-charge. No extra charges will be paid for water testing done from reputed lab.

For Schedule „B”- Payment will be made after successful completion of work duly certified by Engineer-In-charge.
  - 24.3 The present quantity of machines may vary due to condemnation of equipment or new purchase/ addition during the period of CAMC /ARC. Rates for any new addition of machine if any will be according to the rate finalized for machine with same specification in the financial

bid. Payment in such cases would be made on proportionate basis considering the period of such CAMC /ARC.

- 24.4 The repair & maintenance of equipment during CAMC /ARC should be done as per schedule, failing which University reserves the right to get any other authorized party to service the machine and the cost if any in such cases will be recovered from the bill or Security deposit of the Contractor.

### **SCOPE OF WORK**

#### **Scope of work for Schedule „A“ (SH: CAMC of RO Water Purifiers):**

1. The scope of work includes checking the performance of RO System and submitting a report after every visit. The scope of work includes checkup of each Unit/system and general cleaning, chemical cleaning of cartridge, if required, replacement of membrane, filters etc. as per the complaint during the CAMC Period.
2. In case of any complaint/ breakdown/fault in any equipment, the firm has to attend the fault within 48 hours of reporting/complaining on phone/FAX/ Email etc. Failing to which, penalty may be levied as follows:
  - (i) Attending the complaint between 48 hours to 7 days of intimation- Rs. 200/- per day after expiry of 48 hrs. period
  - (ii) Attending the complaint beyond 7 days from the date intimation - Rs. 1000/- per day after expiry of 7 days period.
3. The CAMC is for preventive as well as for break down maintenance and includes repair and replacement of the following parts (related to RO system) free of charge during the CAMC Period:-
4.
  - a) All kinds of Filters
  - b) Pre-filter candle
  - c) Compressor / Motor
  - d) Thermostat.
  - e) Relay
  - f) Carbon filter/ activated carbon
  - g) Worn out parts etc.
  - h) Membrane
  - i) Others- as required
  - j) Anti Scaling chemical and other such consumables for proper functioning of RO Plants.
5. Free replacement of all consumables such as cartridges, candles, post carbons, membranes are mandatory, during the contract period as directed by Engineer in-charge to get the desired water quality.
6. Repair of the electrical parts and electric motor/pump provided for the RO Plants including replacement of parts and or rewinding as and when required.
7. Each RO must be inspected by authorized service personnel and maintained at least once every fortnight during the contract period. As and when required Engineer in charge may direct the vendor to make extra visits to ensure good quality of water.
8. Details Of Ro Water Purification System At Central University Of Rajasthan:

S.No	Description	Make	Qty	Location
1	Reverse Osmosis Plant 300 LPH (RO-300 SS)	Hi-Tech Sweet Water Technologies Pvt Ltd	02 nos	Girls hostel building no. 1 & 4
2	Reverse Osmosis Plant 300 LPH (RO-300 SS)	Hi-Tech Sweet Water Technologies Pvt Ltd	02 nos	Girls hostel building no 2 & 3
3	Reverse Osmosis Plant 300 LPH (RO-300 SS)	Hi-Tech Sweet Water Technologies Pvt Ltd	02 nos	Boys hostel building no 5 & 6
4	Reverse Osmosis Plant 300 LPH (RO-300 SS)	Hi-Tech Sweet Water Technologies Pvt Ltd	02 nos	Boys hostel building no 7 & Mega mess
5	Reverse Osmosis Plant 50 LPH	Eureka Forbes	10 nos	Academic Block 4A4- 3 nos, 4A5-3 nos, Canteen area-1 nos, Guest house-3 nos.
6	Reverse Osmosis Plant 15 LPH	Kent, Eureka Forbes	08 nos	Health center-1nos, VC Residence-1nos, KV Building-1nos F/floor, ESS No. 01-1nos, Guest House- 1nos, Admin building-3 nos
7	Reverse Osmosis Plant 25 LPH	Eureka forbs	08 nos	Academic Block 4A3-4 nos, 4A6- 4nos
8	Reverse Osmosis Plant 12 LPH	Eureka forbs (Aqua fresh)	01 nos	Admin Block 2 <sup>nd</sup> Floor

**Scope of Work for Schedule „B" (SH: ARC of Water Coolers)**

- (a) Any repair & maintenance work during ARC period done will be guaranteed by the contractor for a minimum period of 6 months from the date of completion. Any defect arising in the work in guarantee period due to faulty workmanship and/ faulty materials will be rectified by the contractor at his own cost.
- (b) **The work shall be carried out by the contractor within prescribed period after giving the requirement (work order), otherwise penalty @ 0.5 % of work order amount per week of delay subject to a maximum of 10% of work order value shall be recovered from contractor's bill.**
- (c) If the work is not completed as per work order & tender T&C, the University shall get it done from any other vendor at the quoted cost of the new vendor without giving any notice to that effect, and the expenditure thus made shall be recovered from the contractor's bill/deposit.

**FORM OF AGREEMENT**

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

Agreement No: \_\_\_\_\_

Dated: \_\_\_\_\_

**Comprehensive Annual Maintenance Contract of RO Water Purification Systems and Annual Repair Contract of Water Coolers at Central University of Rajasthan.**

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. **Comprehensive Annual Maintenance Contract of RO Water Purification Systems and Annual Repair Contract of Water Coolers** 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

*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 tenderer and same signatory competent / authorized 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, Raj. (Hereinafter referred as the „Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....(Name and Address of the Individual/firm/Company)

Through ..... (Details of duly authorized signatory)

Hereinafter referred to as the “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 endeavor 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 willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The 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 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 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: - Comprehensive Annual Maintenance Contract of RO Water Purification Systems and Annual Repair Contract of Water Coolers at CURAJ.**

- i. **Estimated cost of work** : Rs. 8,36,000/-
- ii. **Earnest Money Deposit** : Bid Security Declaration form to be submitted.
- iii. **Performance guarantee** : 3% of tendered amount.
- iv. **Security Deposit** : Nil (If applicable shall be mentioned specifically)

**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 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>15 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 be 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><u>Authority to decide:</u></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> 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.	<b>Xm ...NIL...%</b>  <b>Y.....NIL....%</b>  <b>Z.....NIL.....%</b>
<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>

	as amended upto date and additional conditions Specifications.
<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).	NA
(ii) Deviation Limit for items in earth work subhead of DSR or related items	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>Applicable</b>
<b>Payment of Wages</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



**ANNEXURE – I**  
**(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 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 – II**  
**(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:

**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, Teh.-Kishangarh,  
District-Ajmer, Rajasthan-305817.

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