

Tender Document

For

Non-Comprehensive annual operation & maintenance contract of one (1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan.

NIT No.	: CURAJ/R/F.111/2019/1335
NIT Issue Date	: 09.07.2019
Last Date of Submission	: 30.07.2019 upto 2.00 PM
Technical Bid Opening	: 30.07.2019 at 3.00 PM



CENTRAL UNIVERSITY OF RAJASTHAN
NH-8, Bandarsindri, Kishangarh, Dist.- Ajmer, Rajasthan – 305817
www.curaj.ac.in

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Notice Inviting Tender

The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist.-Ajmer, Rajasthan-305817 invites sealed **Item Rate Tender** from eligible approved/registered/enlisted Contractor of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government having successfully completed works of similar nature as per eligibility condition for the following works :

1.	Name of the Work	Non-Comprehensive annual operation & maintenance contract of one(1) no. of 33/11 kV Main Receiving Substation, four (4) Nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan.
2.	NIT No.	CURAJ/R/F.111/2019/1335 dated 09.07.2019
3.	Estimated Cost	90,00,000/-
4.	Earnest money deposit	2,00,000/-
5.	Time of completion	12 (Twelve Months)
6.	Time & Date of submission of Bid	30.07.2019 at 2.00 PM
7.	Time & Date of Opening of Tender	30.07.2019 at 3.00 PM

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

Registrar
Central University of Rajasthan

DETAILED NOTICE INVITING TENDER

Information and instructions to bidders for tendering

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

1. **Name of Work:** Non-Comprehensive annual operation & maintenance contract of one(1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan **during 2019-2020 for one year.**

1.1 The work is estimated to cost Rs. 90,00,000 /- This estimate, however, is given merely as a rough guide.

2. **Eligibility Criteria**

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

Experience of having successfully completed similar works for operation and maintenance 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. 36.00 lakhs.
- b) Two similar completed works costing not less than Rs. 54.00 lakhs.
- c) One similar completed works costing not less than Rs. 72.00 lakhs

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

Similar Nature of works means Electrical Operation & Maintenance of HT/LT line, Electrical Substations (up to 33 kV) and electrical installations of buildings.

Note: Joint Ventures are not accepted.

2.2 The Bidder must submit **a valid Electrical Contractor License** for working as electrical contractor of **33kV/11kV/415 Volts** substations issued by Govt. of Rajasthan /Govt. of India/State administration of the state in which the contractor is working.

2.3 The bidder should have had **average annual financial gross turnover not less than Rs. 45.00 lakhs** on works during the last three financial years i.e. 2018-19, 2017-18 and 2016-17. Attested copy of audited balance sheets by chartered accountant along with audit report for the completed three consecutive FY 2018-19, 2017-18 and 2016-17 should be submitted along with the bid document.

However, in support of FY 2018-19, an attested and signed copy of provisional balance sheet will be acceptable. Year in which no turnover is shown would also be considered for working out the average.(Annexure-III)

- 2.4 The bidder should have positive net worth and should not have incurred loss in more than two years during last five years ending 31st March 2019, duly certified by Chartered Accountant should be submitted along with the bid document. (Annexure-III)
- 2.5 The bidder have to submit a list of jobs in progress for maintenance of electrical substation upto 33kV and brief details of the units scope of work, names and address (postal mail) of present clients. (Annexure-V)
- 2.6 The bidder should have registration with Employee provident Fund Commissioner and Employee state Insurance Corporation.
- 2.7 The bidder must submit proof of registration with Govt./ semi govt. organization like railways, PWD, CPWD, MES etc.
- 2.8 This operation & 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.

3. Preparation & Submission of bids :

- 3.1 The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers super-scribed as *“Technical Bid for Non-Comprehensive annual operation & maintenance contract of one(1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan”* and
“Financial Bid for Non-Comprehensive annual operation & maintenance contract of one(1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan”. Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as *“Tender for Non-Comprehensive annual operation & maintenance contract of one(1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan”*.
- 3.2 The duly completed sealed envelope, superscripting the name of work will be received in the Tender Box, Dispatch Section, Administrative Building, Central University of Rajasthan, Bandarsindri, Kishangarh, District- Ajmer, (Raj) Pin-305817 only up to 02:00 pm on date 30.07.2019. This will be opened on the same day at 03:00 pm Bidder's representative may be present with their ID proof at the time of bid opening. Any tender received after the prescribed time may not be accepted/ considered for opening. The University will not be responsible for any postal or other delay whatsoever. The offers submitted by Telegram/Fax/e-Mail shall not be considered. No correspondence will be entertained in this matter.

4. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 2,00,000/- (Rupees Two lakhs only) by way of demand drafts only. The demand drafts shall be drawn in favour of “**Central University of Rajasthan**”. The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful submission of Performance Guarantee and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without EMD will be rejected.
Note: The firm who are registered with Medium Small and Micro Enterprise Management (MSME) are exempted to submit the EMD (copy of registration must be provided along with technical bid). No other relaxation will be allowed.
5. **Performance Guarantee:** The successful contractor will be required to furnish a Performance guarantee of 5% of total order value (format for performance guarantee Annexure-VIII) after receiving notification of award in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the “**Central University of Rajasthan**”. Performance Guarantee would be returned after successful completion of the contract period. EMD of successful bidder shall be refunded after deposit of this performance guarantee. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the EMD by the contractor shall be forfeited automatically without any notice to the contractor.
This EMD/Performance guarantee shall be forfeited if he/they fails to comply with any of the conditions of the contract. No interest shall be paid on the EMD/Performance guarantee.
6. **Payment Clause:** Payment will be made on monthly basis after satisfactory completion of service and on presentation of bill along with the proof of central govt. minimum wages of every worker paid to him/her direct by Contractor through Bank or ECS or online transfer to his/her bank account of previous months. 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.
The Contractor shall not be entitled for any additional payment during the tenure of the contract due to increase in cost of manpower or any. Breakdown/ emergency maintenance shall be carried out as and when required, irrespective of the shift of operation, in this regard no additional payment shall be made.
7. 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-VII)
8. The bidder should have sufficient no. of technical and administrative employees for the proper and timely execution of the work .The bidder should submit a list of these employees with their relevant documents as per site set-up/staff stating clearly their educational qualification and previous experience.(Annexure-VI)

9. The bidder should have own testing equipments for the proper and timely execution of the work and he should submit a list of these equipments. Else, he should certify that he would be able to manage the equipments by hiring etc. and submit the list of firms with their consent from whom he proposes to hire. The name of equipments, Sr. No. of the equipment should be submitted.
10. Tenders submitted shall remain **valid for 90 days** from the date of opening for the purpose of acceptance and award of work.
11. 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.
12. 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.
13. 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.
14. 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.
15. The contractor shall not be permitted to bid for works in the CURaj responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the CURaj. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
16. 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.

17. **Documents to be enclosed with Technical bid
(must be filled by tenderer with Annexure-II)**

- i Earnest Money Deposit (EMD) of Rs. 2,00,000/- as demand draft drawn in favor of Central University of Rajasthan.
- ii Copy of GST Registration Certificate.
- iii Copy of PAN card.
- iv Copy of EPF and ESI registration.
- v Copy of Experience Certificates from the clients regarding the quality and duration of services rendered during last seven years as described above. (Annexure-IV)
- vi Copy of work orders from the client regarding the work awarded during last Seven years. (Annexure-IV)
- vii Copy of work orders of on-going work at other sites. (Annexure-V)
- viii A self-certificate showing the track record of contracting firm/Contractor on the non-judicial stamp paper. (Annexure-VII)
- ix List of testing equipments owned and/or certification of hiring the equipments with the list of firms with their consent letter.
- x List of technical & administrative employees with their relevant documents and competency certificates. (Annexure-VI)
- xi Copy of audited balance sheets of last three financial years.(Annexure-III)
- xii Electrical Contractor license issued by Govt. of India/ State Govt.
- xiii Copy of document for proof of registration with Govt./Semi-Govt. Organization
- xiv Copy of document showing net-worth certified by CA.(Annexure-III)

Note:

- 1. **Tenders received without EMD will not be accepted. Technical Bid** shall be submitted vide a letter on the letter head of the tenderer as per the enclosed format of Annexure-II.
 - 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.
20. The tender will be awarded to the bidder who will be qualified in technical evaluation and found L-1 in financial bid.
21. **Financial bid** should contain only the Bidder's/Tenderer's/Contractor's quoted rates in the given format (Annexure-XI) enclosed in **Envelope-II** super scribed with "Financial Bid for Non-Comprehensive annual operation & maintenance contract of one (1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan.". Financial offer 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 bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
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.
23. The tender documents can be seen/ downloaded from the University website www.curaj.ac.in & CPP Portal and all future Corrigendum/Corrigenda will be uploaded on our website.
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.

SPECIAL CONDITIONS OF THE CONTRACT

The following special instructions/ conditions are applicable to tenderer:

1. If the tenderer feels any other information necessary to make his offer complete, without changing or without having intent to modify / change any of the tender condition shall be submitted in a separate sheet.

Deviation/Any exclusion, deviation from specification shall be clearly spelt out and listed at one place in the offer only and tenderer shall substantiate the same with appropriate reasons. In absence of the same, it will be considered that tenderer has followed the specification fully in words and spirit.

2. **Materials:**

- 2.1 The Contractor should maintain/promptly arrange the tools/tackles required for smooth execution of the work which will be included in quoted rates. No extra payment for the same will be made by the Central University of Rajasthan. An indicative list of tools/tackles is mentioned hereunder: -

S.No.	Items	Min. Qty.
1	Megger – 1000/5000 volts	2 Nos.
2	Crimping tools	As required
3	Ratchet set	As required
4	Tool kit {D – Spanner, Ring Spanner (5-40 No's each) }	As required
5	Pliers, tester & test lamps	As required
6	Earth tester	2 Nos.
7	Power meter /Multimeter Cum Clamp tester	5 Nos.
8	High voltage discharge rod	As required
9	High voltage safety gloves	5 pairs
10	Torch, emergency light	6 Nos.
11	Electrical screw driver set	As required
12	Hand gloves, safety shoes and safety belts	As required
13	First aid kit	6 Nos.
14	Vaccum cleaner	1 No.
15	Blower	2 Nos.
16	Tower ladder upto 40 feet safe working height	01 No.
17	Ladder upto 20 feet safe working height	02 Nos.
18	Chopaya upto 20 feet safe working height	02 Nos.
19	Temperature gun	01 No.
20	Allen Key, Pressure & Compound Gauge Manifold, Adjustment Range Set, Clamp Meter, Gas Charging Line, Indoor Cover, etc as required	01 Nos. each

- 2.2 The consumable items like cotton waste, dungry cloth, emery paper, , CRC & CTC etc. and material required for regular housekeeping material like detergents, phenyl etc. (as & when required) shall be provided by the Contractor without any additional charges.

However any other tools despite of listed felt necessary for execution of the work would also have to be arranged by the contractor.

3. Housekeeping:

The Contractor shall maintain the electrical installations (like electrical rooms of all the buildings, all the substations including yard area) clean and tidy inside as well as around the installations and substation buildings.

This shall also include sweeping, mopping, cleaning of cobwebs, removal of scrap generated during contract period, etc. in the substations building and regular removal of wild vegetation from substations yard.

All required materials for housekeeping like broom, cobweb broom, mop, bucket, soap, detergents, phenyl, etc. and tools for wild vegetation control shall be arranged by the Contractor. No rags and waste etc. shall be thrown near the building. This shall be deposited in the scrap yard and dustbins provided nearby, as per the department instructions. Also furniture and fixture therein shall be maintained.

4. Maintenance of records:

4.1 The Contractor shall maintain all records such as log books, schedule of maintenance activity, complaint register, maintenance activity record, attendance register, work permit file, tags file, event register, test records for various tests conducted, material requisition book and other statutory registers for manpower employed etc. as per the performa certified/provided by the Central University of Rajasthan. Records of major breakdown occurred during the contract period shall be maintained separately indicating its cause, location and type of repairs carried out. These all records shall be handed over to Central University of Rajasthan on time to time basis. The cost of stationery required for maintenance of the above record shall be borne by the Contractor.

4.2 Daily attendance of the staff shall be maintained by the Contractor and the Contractor shall make it available to Engineer-in charge of the Central University of Rajasthan as and when required.

4.3 The Contractor shall maintain a complaint/ fault register. As & when a complaint arises in respect of any electrical problem, the Contractor's employee shall enter the complaint in register & ensures remedial action proactively & instantly.

5. The price offered by the Contractor shall include the charges for any minor maintenance, the details of which may not be explicitly available in the tender specification but it is essential for this work. This shall also include working of the operation team beyond general shift hours, if required.

6. Inspection:

Inspection will be carried out by the Engineer-in-Charge or any other authorized representative of the Central University of Rajasthan as and when required. The log book for the MRS, Load Sub-stations and D.G. sets shall be submitted to the Central University of Rajasthan before submission of bill of every month for checking and certification.

7. It is the responsibility of the Contractor to hand over the entire system to the Engineer-In-Charge of the Central University of Rajasthan on completion of the contract period in working condition. The final handing over / taking over will be done after joint inspection by the Central University of Rajasthan and the Contractor on the completion of contract period.
8. **Safety**
Specifications and standards: The operation and maintenance shall be in conformity with relevant Indian Standard specification, National Electric codes, Indian Electricity Rules.
The Contractor, his agents, representatives, workmen etc. shall strictly observe the orders pertaining to fire/LV/HV/EHV (Electrical) precautions prevailing within the restricted areas/electrical substations etc.
The Contractor, his agents, representatives, workmen etc. shall strictly adhere to the fire/electric shock precautionary measures while working near the explosive areas/HV/LV/Electrical substation areas. During such times, the workmen should be headed by their Electrical Supervisor as a precautionary measure. The regular team of the Contractor shall be very well aware of Cardio-Pulmonary Resuscitation, first aid etc. while working at height, Personal Protective Equipments (PPE) like safety belts, helmet, ladder and scaffoldings etc. shall be used as per the recommended safety guidelines.
9. **Accident or injury to workmen:**
The Central University of Rajasthan shall not be responsible for any injury or loss of any workers of the Contractor that may take place while on work. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the Contractor. The Contractor is solely responsible for any damage or injury or accident that may occur to any of his personnel working under this contract. He/She will not claim any compensation from the Central University of Rajasthan.
10. **Theft of Parts:**
Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his workers/ staff and shall replace the items under such category. Any loss occurred due to negligence and damaged caused by the contractor's staff to the spares provided by CURaj will be recovered from the Contractor. Security/ Safety of all installations in all substations will be the responsibility of Contractor.
The Contractor shall further keep the Central University of Rajasthan indemnified against any loss to the Central University of Rajasthan property and assets. The Central University of Rajasthan shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

11. **Penalty Clause:**

- 11.1 If any staff of the contractor is absent continuously for more than 4 days then he has to provide substitute for the same, failing which a penalty of Rs. 500/- per day shall be imposed.
- 11.2 If any staff of contractor is found missing/ absent from his duty place at any time during the period of his shift/duty hours, a penalty of Rs.500/- shall be imposed.
- 11.3 Penalty shall be imposed for delay in recovering the system to normal working conditions due to carelessness of manpower of the contractors i.e. the system has to be restored to normal working condition within an hour failing to which, penalty of 500/- for delay of every 1 hrs.

12. **Site set-up/staff:**

- 12.1 The Contractor shall deploy the staff at Central University of Rajasthan sites as per the given details. Central University of Rajasthan reserves the right to take interview of the deputies to be involved for this work.

Sr. No.	Category of Manpower Engaged	Number	Minimum Requisite Qualification	Requisite Experience
1	Electrical Supervisor (Highly Skilled)	1	Degree / Diploma in Electrical Engineering or ITI in Electrician trade	Degree with minimum one year relevant experience Or Diploma with minimum three years relevant experience Or ITI with minimum five years relevant experience. (Relevant Experience means experience in Electrical O&M in 11kV (or above) switch and allied equipments etc.)
2	Electrician (Skilled)	16	ITI in Electrical Trade	ITI with minimum three years relevant experience in in Electrical O&M in 11kV (or above) switch and allied equipments etc.)
3	Wireman (Skilled)	4	ITI in Electrical Trade.	ITI with minimum two years relevant experience in

				maintenance of external & internal wiring and electrical installations.
4	Mechanic (Skilled)	2	ITI in concerned trade..	ITI with minimum two years of relevant experience.
5	Pump Operator (Skilled)	5	ITI in concerned trade.	ITI with minimum two year of relevant experience.
6	Generator Operator (Skilled)	2	ITI in Diesel Engine Mechanic Trade.	ITI with minimum two year of relevant experience.
7	Khalasi (Semi-skilled)	2	10 th Pass with exposure to electrical work	Nil

Electrical Supervisor should have to be made available for operation and breakdown maintenance work in shift and as & when required. He will be responsible and shall be supervising the system and other activities and record the findings in logbook. The Electrical Supervisor's residence should be within 10Kms. from the University for the purpose of immediate availability in emergency.

All the staff deployed should have relevant certificate of competency issued from government electrical inspector.

- 12.2** The Contractor team/staff should be well dressed during the duty time which should be proper, clean and tidy. They should also carry necessary tools & equipments with them during duty time.
 - 12.3** All necessary training & instructions to workmen should be given by the contractor before deputing them and they should know all control and power circuit of all HT and LT installations at CURaj before deputing.
 - 12.4** The Contractor shall employ the required number of technical and non-technical manpower including relievers during contract period, the Contractor shall depute qualified, experienced and competent manpower as per the site set-up/staff requirement specified in the tender. For entry in University, Contractor shall submit the details for gate pass of all deputies.
 - 12.5** The contractor should depute electricians 24*7 i.e. one electrician in each shifts at each electric substations and rest of manpower (as per BOQ) as and when required as per directions of Engineer-in-Charge. Contractor has to provide services and works shall be carried out round the clock basis and as per terms & conditions of tender document.
13. In case, any staff not found up to the mark and not able to work properly or behave improperly, he/she will have to be replaced as per the instruction of the Engineer in charge, Central University of Rajasthan.

14. The Contractor/agency shall submit list of staff & their duty timings to be furnished and any change must be informed to the Engineer-in-charge, Central University of Rajasthan accordingly before the changes is affected.
15. The persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor.
16. The Contractor shall be solely responsible for payment of wages/salaries and allowances to their personnel as per the rules or act applicable under government order. All central, state, local laws & by laws applicable will be observed by the Contractor and the Central University of Rajasthan will be kept indemnified of such payable by the Contractor.
17. For performing the assigned work, the Contractor shall deploy medically and physically fit persons (Preferably below the age of 50). The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the Contractor shall be from amongst properly trained, of high integrity and good conduct, and shall be conversant in the local language i.e. Hindi. In no circumstances, persons below 18 years of age should be employed.
18. The Contractor shall make payment of wages to workers engaged by him by the stipulated date (before 7th of every month) irrespective of any delay in settlement of its bill by the CURaj for whatever reason. The Contractor shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to Central University of Rajasthan and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/ regulations and/ or statutes that may be applicable to them. The Contractor shall indemnify the University against all claims which may be made upon the University whether under the aforesaid statutes or any other statute in force during the currency of this contract.
19. The Contractor shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Govt. of India norms. The Contractor shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The Contractor shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect,

he shall without prejudice to any other liability pay to the Registrar, Central University of Rajasthan, a sum as may be claimed by Registrar, Central University of Rajasthan.

20. Without taking prior approval from the Engineer-in -charge, no fittings/ materials will be removed/ altered for the purpose of repairs.
21. Any unauthorized person (or visitor) shall not be allowed to come inside the electrical substations without the approval of Engineer-in-Charge or any other authorized representative of the University. Staff deployed at the Central University of Rajasthan shall get the temporary ID card and which shall be available with the concern at the time of duty. For the purpose of proper identification of the employees of the Contractor deployed for the work, the Contractor shall issue identity cards bearing their photographs/ identification etc.
22. Engineer-in-charge, Central University of Rajasthan shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
23. The Contractor shall ensure that the persons so deployed do not allow any property of the Central University of Rajasthan related to Equipment's to be taken out of the premises without a Gate Pass signed by the Engineer in-charge of the Central University of Rajasthan.
24. Saturday/Sundays/Holidays should be utilized primarily for the maintenance purposes, where shutdown is required, in consultation with & approval of the Engineer-in- charge of Central University of Rajasthan.
25. Round the clock watch and ward of the equipments installed in electric sub-station buildings shall be the Contractor's responsibility and any loss or damage to the equipment shall have to be made good/ repaired/ replaced as per the original standards/ specification of the department, by the Contractor at his own cost and nothing extra shall be paid by the department.
26. No accommodation & transportation facility will be provided by the Central University of Rajasthan. However the sitting space, tables, chairs, almirahs, internet/ telephone connection etc. facility may be provided by Central University of Rajasthan after receiving the Contractor request.
27. **Breakdown and Emergency works:**
 - 27.1 The sub-station and all other installations are critical and will be functioning round o'clock 365 days in a year on all holidays and Sundays. The contractor shall have to take care of exigencies that may be encountered promptly.
 - 27.2 It's the duty of contractor to provide 24*7 service and in the event of breakdown it's the duty of contractor/expert to reach the site at the earliest and should restore the system to normal working conditions ,failing to which a penalty will be imposed on the contractor as decided by the University authorities.

- 27.3 In case of any major failure like HT/LT line/cable failure etc., Engineer-In-Charge may ask the contractor to carry out repairs at a mutually agreed rate for which necessary services should be rendered by contractor promptly.
- 27.4 Apart from emergency breakdown visit the expert should visit monthly once and report if there is any abnormality in the system.
28. **SUSPENSION:** The Central University of Rajasthan may give written notice of suspension to the Contractor, suspend all payments to Contractor hereunder if the later fails to perform any of its obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Contractor to remedy such failure within the period not exceeding fifteen (15) days, after such notice of suspension.
29. **TERMINATION:** - Termination of the contract may be given after the occurrence of any of the events specified below:
- a) If the Contractor fails to remedy a failure in the performance of their obligations.
 - b) If the Contractor fail to comply with any final decision reached as a result of arbitration proceedings.
 - c) If the Central University of Rajasthan, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
 - d) If the Contractor, in the judgment of the Central University of Rajasthan has engaged in corrupt or fraudulent practices in executing the contract.
 - e) In case the contract is terminated, the balance amount of fee if any , paid earlier (advance) shall be paid back by the Contractor to Central University of Rajasthan within thirty days of termination letter , failing which the same shall be recovered by encashing the existing performance security deposit/guarantee submitted by Contractor.
30. Contractor shall keep the Central University of Rajasthan indemnified against all claims whatsoever in respect of the employees deployed by the Contractor, in case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case Central University of Rajasthan is made party and is supposed to contest the case, the Central University of Rajasthan will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to CURaj on demand. Further, the Contractor shall ensure that no financial or any other liability comes on Central University of Rajasthan in this respect of any nature whatsoever and shall keep Central University of Rajasthan indemnified in this respect.
31. The Central University of Rajasthan reserves the right to curtail or enhance the scope

of work either by deletion of certain items entirely or by reducing/ increasing the quantities of certain items as required and reviewed by the University from time to time.

32. In the event of any query, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Registrar, Central University of Rajasthan & his decision will be final and binding to the Contractor.
 33. The Arbitrator may give interim awards and/or directions, as may be required, Subject to the aforesaid provisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
 34. **JURISDICTION:** Disputes of any nature that may be arise in connection with the execution of this order shall be governed by the laws of India and subject to the jurisdiction of courts situated in Jaipur only.
- 3.

Place:

Signature

Name:

SCHEDULE OF WORKS

1. Detailed description for schedule of works:

Name of work: Non-Comprehensive annual operation & maintenance contract of one (1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan.

- 1) Round the clock Operation & Maintenance of 33/11 kV MRS, 04 Nos. of 11/0.433 kV electric sub-stations and DG Sets.
- 2) General & preventive maintenance of all the electrical installations at electric sub-stations as per schedule (quarterly/half yearly/yearly, as applicable).
- 3) General & preventive maintenance and operation of all the street lights, electric motors & pumps, overhead electric lines, water heating system, air conditioners, cooling system and other electrical installations etc. within the University campus.
- 4) General operation of all the lifts, installed in the University.
- 5) In case of electric breakdown (minor/major), the staff of the contractor shall trace & rectify the same and ensure the healthiness of the system at the earliest, accordingly the status shall be reported to the Engineer-in-charge well in time.
- 6) All the information of any event, incident, activity, planning, etc. shall be provided to the Engineer-in-charge, Central University of Rajasthan.
- 7) The scope of work also includes co-ordination with the AVVNL from where the present power at 33kV is taken. If there is a deficiency in power supply from AVVNL or there is a failure or breakdown in power etc. the Contractor should ensure that the power is restored at the earliest possible time. Such co-ordination activity will be deemed to be covered under the Price quoted by the Contractor.
- 8) Care should be taken so that the system does not lead to major breakdown and in case the system goes into fault, it should be rectified within the shortest time period.
- 9) **If maintenance work is not carried out as per schedule, 5% of monthly rate of this contract will be deducted from the monthly bill.**
- 10) **In case of short deployment of manpower as given in the contract, the University will make suitable deductions from the monthly bills.**
- 11) Meter reading of AVVNL meter shall be carried out as per approved format. Also the area and path to that meter shall kept clean and accessible.
- 12) Daily housekeeping activities shall be carried out.
- 13) The Contractor shall be fully responsible for the safety of his all labours/ employees employed on the work under this contract.
- 14) The Contractor shall be fully responsible for any omission and commission of his staff as well as misdemeanor/ offensive and / or rude behavior towards any person within the campus and shall remove the person forthwith from the campus and shall not deploy him/ her in the campus in future and shall pay compensation to the aggrieved person if demanded. The decision of the Engineer-in-charge in this respect shall be final and binding of the Contractor. If the Contractor fails to comply with the above requirements the Engineer-in-charge shall have full authority to take appropriate action as deemed fit.
- 15) The Contractor shall be fully responsible for any damage caused to building, machinery, equipments, which are properties of the department by any of his staff unintentionally or willfully and shall be bound to make good any damages forthwith failing which the Engineer-

in-charge shall get the damage rectified/ replaced at the Contractor's risk and cost and the amount recovered from the Contractor's dues.

- 16) The contractor/agency shall submit the detailed list of staff to be deployed and list of tools and testing equipments etc. as required to the Engineer-in-charge before starting of work and get approve the same from Engineer-in-charge.

2. Schedule of activities for various equipments:

- 1) During shift operation of the substations, it is the duty of the available staff to monitor the installations, parameters and take safe remedial action that does not require disconnection of the apparatus.
- 2) A check should be made for the locks & doors in the substation are in good condition, no leaks have developed in the building roof, the ventilating systems are working normally. The checks shall also be made for the prescribed safety aids are in place and in good condition. The earthing connection intactness, packing of the cables entering or leaving a cable trench or tunnel within the premises are intact, the equipment ventilating louvers clean, the access roads leading to the oil filled apparatus are unobstructed and maintain approach for the firefighting. For any extra requirement (which is not in contract) the Contractor shall inform the University official well in time. The other important checks/observations to be made are as under.

A. General checks/ observations:

- 1) Cleanliness.
- 2) Any sign of cracking and chipping of bushings/insulators, oil leakages and integrity of the other visible parts of switchyard and indoor equipments from safe distance.
- 3) Temperature measurement of critical equipments.
- 4) Alarms & indications of indoor equipments/installations.

B. Mechanical checks/ observations:

- 1) Indications of the operating circuits including associated system.
- 2) Checking of foundation bolts, structure etc.
- 3) Tightness of terminal connection, piping junctions and bolted joints.
- 4) Health of corrosion protection treatment and take remedial action.
- 5) This shall include touch ups/Marking and minor painting.

3. Lifts operations:

- 1) Staff of the Contractor employed on the work shall be capable of operation / running of the lifts and to attend the minor electric faults.
- 2) In case of any breakdown in the lift, the staff of the Contractor shall take immediate action such as reporting to the lift maintaining company and taking their complaint number, reporting to the Electrical Supervisor & Engineer-in-charge to bring back the lifts in operation.
- 3) The log books shall be maintained properly and every page shall be numbered. No page shall be torn off at any time. No rough work shall be done in the log books. All cutting/ overwritings shall be signed by the Contractor or his authorized representative and shall be counter-signed by the Engineer-in-charge in the log books. If these are not done, the same shall not be acceptable to the Engineer-in-charge.

4. Maintenance schedule of various equipments & installations:

4.1 Main Receiving Substation 33/11KV:

4.1.1 33/11KV Switchgears

S. No.	Item of Maintenance	Periodicity
1.	Recording of electrical parameters like Voltage, current, frequency, etc.	Each Shift
2.	Outside visual inspection	Each shift
3.	Outside cleaning	Weekly
4.	Operational tests	Yearly
5.	Measurement of Contacts resistance.	Yearly
6.	Measurement of Contacts IR value	Yearly
7.	Servicing including Checking of adjustments, alignment, operation (electrical/mechanical) and lubrication of mechanism. This shall also include thorough cleaning, removal of old grease, dirt, measurement of switching time	Yearly
8.	Visual inspection, thorough cleaning of all Compartments of the panel, tightening of power and control circuits.	Yearly
9.	Checking of the earth connection	Yearly
10.	CT ratio & insulation resistance measurement	Yearly
11.	PT ratio & insulation resistance measurement	Yearly
12.	Polarity of DC supply.	Yearly

4.1.2 Power distribution transformers (3.15MVA):

S. No.	Item of Maintenance	Periodicity
1.	Winding temp of power transformer	Each Shift
2.	Oil temperature	Each Shift
3.	Outside visual inspection including dehydrating breather	Each Shift
4.	Check for oil Level and oil leaks	Each Shift
5.	Checking of oil level in the oil seal of breather	Monthly
6.	Measurement of Earth leakage current (at neutral grounding conductor)	Quarterly.
7.	Measurement of earth resistance, checking of earth in system and rectification if required.	Half Yearly
8.	Cleaning of bushing and external surface of tank cooling pipes.	Half Yearly.
9.	Measurement of IR values.	Half Yearly.
10.	Checking of terminal loose connections if any and tightening the same.	Yearly/As & when required
11.	Servicing of the tap changer equipment. OLTC and RTCC	Yearly / As & when required

12.	Reactivation or replacement of breathers silicagel	As and & required
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4.1.3 Earthing

S. No.	Items of maintenance	Periodicity
1.	Outside visual inspection	Every shift
2.	Physical Checks and Cleaning	Weekly
2.	Earth Resistance Value measurements	Half-Yearly

4.2 Battery & DC supply system:

S. No.	Items of maintenance	Periodicity
1.	Outside visual inspection	Every shift
2.	Battery charger voltage / current reading	Every shift
3.	Ventilation and lighting system in battery room	Daily
4.	Intactness of containers	Daily
5.	Sulphation and buckling of plates	Daily
6.	Corrosion traces	Daily
7.	Cleaning of battery equipment	Monthly
8.	Visual inspection of electrical connections	Monthly
9.	Petroleum jelly application	Monthly
10.	DC distribution board terminal connections	Monthly
11.	Battery charger servicing	Yearly
12.	Boost charging	As and when required
13.	Checking earth connection	Yearly

4.3 Internal & External Trench (within substation area)

S. No.	Items of maintenance	Periodicity
1.	Physical Checks and Cleaning	Quarterly
2.	Rain Water drain	As Required

4.4 At other Load Centre Substations

4.4.1 11 KV Ring main unit

S. No.	Item of Maintenance	Periodicity
1.	Outside cleaning	weekly
2.	Check inside of the doors/covers for dust deposit, water ingress, contamination, pest etc. and clean thoroughly.	Yearly/ as & when required
3.	Measurement of insulation resistance (IR)	Yearly
4.	Check protector cap fitted on SF ₆ filling valve	Yearly
5.	SF ₆ gas indicator in 'Green' zone.	Yearly
6.	Proper earth connection	Yearly
7.	Check for operation & interlocks	Yearly

8.	Checks for correct setting of protective device and prepare record	Yearly
9.	Check external labels, fixings and cables connections etc.	Yearly

Testing Kits and other accessories required for testing & calibration shall be arranged by the Contractor.

4.4.2 Distribution Transformers: Transformers at substations have been installed to feed the various loads of that area.

S. No.	Item of Maintenance	Periodicity
1.	Winding temp of power transformer	Daily
2.	Recording of electrical parameters like voltage, current, freq. etc.	Daily
3.	Recording of neutral currents and load balancing in the three phases, if feasible.	As and when required
4.	Measurement of earth resistance, checking of earthing system continuity, healthiness and rectification if required.	Half Yearly
5.	Measurement of IR values.	Yearly.
6.	Thorough cleaning for dust, dirt and moisture etc. The cast coils (HT & LT) shall be cleaned by hot air blower.	Yearly.
7.	Checking of terminal loose connections if any and tightening the same, foundation health.	Yearly

4.4.3 L.T. TTA Isolator, Main Normal Panel, Emergency Panel & External MDB:

The LT panels are being fed by the distribution transformers and distributing power to various loads of that area. LT TTA are having Incoming & Outgoing Air Circuit Breakers (ACBs), Main panel & Emergency panel are having Outgoing MCCBs, control and protection devices, Control Transformers, control wiring, Busbars, panel heaters, enunciators and measuring instruments (including multifunctional meters), and instrument transformers etc. The periodic maintenance activities shall be as given below:

S. No.	Item of maintenance	Periodicity
1.	Outside cleaning of panels	Weekly
2.	Checking healthiness of contacts (auxiliary & main) surface, mounting of contacts spring.	Yearly/as and when
3.	Checking healthiness of control relays, contactors, wiring, fuses and isolating contacts/jaws, meters etc.	Yearly
4.	Operational Checks	Yearly
5.	Arc chutes- inspection & maintenance for dust, dirt, foreign material, flow or cracks and take remedial action, if required.	Yearly/as and when required

6.	Servicing of ACBs and MCCB including checking of mechanism for operation (electrical/manual), adjustment, alignment etc. as reqd.	Yearly
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4.4.4 L.T. Bus duct: The substation is provided with LT air insulated/ sandwich bus ducts for power transfer between transformers and Panels. The health of bus duct is to be regularly monitored and maintained periodically as given below.

S. No.	Item maintenance	Periodicity
1.	IR value	Yearly
2.	Checking of gaskets, seals for cracks & damages, expansion rubber bellow etc.	Yearly
3.	Cleaning (for dust & dirt, ingress of water) and checking gaps of bus bars at flanges	Yearly
4.	Minor paint touch ups, if required	Yearly

4.4.5 Automatic Power Factor Correction Panel (APFC):

APFC panel having ACB, MCCB/MCB and contactor control for power factor improvement has been provided at some of the load centre substations. The schedule of maintenance activities shall be as under:

S. No.	Item maintenance	Periodicity
1.	Physical checks, outside cleaning	Weekly
2.	V, I, f & temp. monitoring	Daily
3.	Operational checks of switch gears	Half yearly
4.	Healthiness of capacitors & capacitor current measurement	Quarterly
5.	Thorough Cleaning, tightness, etc.	Yearly

4.5 DG Sets:

4.5.1 Work to be done on daily basis:

Checking & measurement of specific gravity, water level, battery voltage, cleaning of battery terminal, lub. oil level, fuel level, coolant level, as required. Running of DG sets at least for 10 minutes every day in winter/rainy season, physical inspection of DG set & AMF panel, general cleaning. General inspection of cooling towers, pumps etc. as required.

A log Book is to be maintained on regular basis by the Contractor duly signed by the Electrical Supervisor. The log book should contain minimum following data entry or as specifies by the manufacturer.

- 1) Specific Gravity of battery
- 2) Voltage of battery
- 3) Electrical parameters of the DG set like Current, voltage, frequency, p.f. etc.
- 4) Diesel level
- 5) Lub. oil level.
- 6) Coolant level
- 7) Running hours of the DG set
- 8) Consumption of diesel.

CPWD - 8

Central University of Rajasthan

STATE RAJASTHAN

Item Rate Tender & Contract for Works

Tender for the work of: : “Non-Comprehensive annual operation & maintenance contract of one(1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan.”

- (i) To be submitted by 02.00 PM on 30.07.2019 at office of Registrar, Central University of Rajasthan
- (ii) To be opened in presence of tenderers who may be present at 03.00 PM on 30.07.2019 by the authorized representative of Central University of Rajasthan.

Issued to: - M/s _____

Signature of officer issuing the documents

Designation:

Date of Issue:

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other documents and Rules referred to in the condition of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the University within the time specified in Schedule "F", viz., schedule of quantities and in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such condition so far as applicable.

I/We agree to keep the tender open for ninety (90) days from the due date of opening and not to make any modification in its terms and conditions.

A sum of Rs. 2,00,000/- is hereby forwarded in demand draft in favour of Registrar, Central University of Rajasthan as earnest money. If I/We fail to furnish the prescribed performance guarantee of tender form within prescribed period. I/We agree that the University, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that University shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

Further I/We agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in Central University of Rajasthan in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-In-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated _____

Signature of Tenderer/Contractors

Postal Address* _____

Telephone No.* _____

Fax _____

E-Mail _____

Witness**: _____

Address**: _____

Occupation**: _____

(*) To be filled in by the Tenderer/Contractors.

(**) To be filled in by the Witness.

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me on behalf of Central University of Rajasthan for a sum of Rs. _____).

The letter referred to below shall form part of this agreement:-

- a)
- b)
- c)

Signature.....

Dated.....

Registrar
Central University of Rajasthan

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:- “Non-Comprehensive annual operation & maintenance contract of one(1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan.”.

- | | | | |
|------|-------------------------------|---|--|
| i. | Estimated cost of work | : | Rs. 90,00,000/- |
| ii. | Earnest Money Deposit | : | Rs. 2,00,000/- (To be returned after receiving Performance guarantee.) |
| iii. | Performance guarantee | : | 5% of bided amount. |
| iv. | Security Deposit | : | Nil |

CLAUSE 10C	:	Not Applicable
CLAUSE 10CA	:	Not Applicable
CLAUSE 10CC	:	Not applicable

SCHEDULE 'F'

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

Definitions:

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

	Bandarsindri, NH-8.
(iii) Standard Schedule of Rates	-----
(iv) Department	Central University of Rajasthan
(v) Standard CPWD contract Form	GCC 2014, CPWD form 8 as modified and corrected upto the last date of issue of tender.
Clause 1 i) Time allowed for submission of performance guarantee from the date of issue of letter acceptance. ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided	10 days 7 days
Clause 2	
Authority for fixing compensation under clause 2. Clause 2 (A). Whether clause 2 (A) shall be applicable	Registrar, Central University of Rajasthan. No
Clause 5	
Number of Days from the Date of issue of letter of acceptance for reckoning date of start.	15 days
Time allowed for execution of work	Twelve Months
Authority to decide:	
(i) Extension of time	Registrar, Central University of Rajasthan, Bandarsindri, NH-8.
(ii) Rescheduling of mile stones	Registrar, Central University of Rajasthan, Bandarsindri, NH-8.
Clause 6, Clause applicable - (6 or 6A) :	Clause 6
Clause 7	NA
Clause 7A Whether clause 7A shall be applicable	NA
Clause 8A Contractor to Keep Site Clean	Applicable
Clause 10 B (ii)	
Whether Clause 10 B (ii) shall be applicable	No
Clause 10 CA	Not Applicable
Clause 10CC	12 Months
Schedule of component of other materials, Labour, POL etc for price escalation. Component of Civil (except materials covered under clause 10CA) / Electrical construction Materials expressed as percent of total value of work. 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.....%
Clause 11	
Specifications to be followed for execution of work	CPWD General specifications for electrical works Part-I (Internal) 2013 & (HVAC-2017), as amended upto date and additional conditions Specifications.
Clause 12	
12.2 & 12.3: Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building/electrical work.	30%
12.5 :	
(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except work).	100%
(ii) Deviation Limit for items in earth work subhead of DSR or related items	30%
Clause 16	Registrar, Central University of Rajasthan
Clause 18	
List of mandatory machinery, tools & plants to be deployed by the contractor at site	As applicable to be arranged by the contractor
Clause 19	Applicable
Payment of Wages	
Clause 25	
Constitution of Dispute Redressal Committee (DRC) DRC shall constitute one Chairman and two members	Competent Authority to appoint DRC Honorable Vice Chancellor Central University of Rajasthan
Clause 31	
Water shall be supplied by Central University of Rajasthan free of cost.	

Clause 36(i)

Requirement of Technical Representative(s) and recovery Rate

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

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

Clause 42

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

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

ANNEXURE – I
(to be submitted with Technical Bid)

A F F I D A V I T

I/ We have submitted a bank guarantee for the work: **“Non-Comprehensive annual operation & maintenance contract of one(1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan.”**

Agreement No. _____
date _____ from _____

(Name of the Bank with full address)

to the Registrar, Central University of Rajasthan with a view to seek exemption from payment of security deposit/performance guarantee in cash. This bank guarantee expires on _____. I/We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my/our initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the University.

I/We also indemnify the Government against any losses arising out of non-encashment of the bank guarantee, if any.

Note: The affidavit is to be given by the executants before a first class Magistrate.

Dated _____
(Signature of the Contractor)

ANNEXURE -II
CHECKLIST OF DOCUMENTS REQUIRED WITH TECHNICAL BID.
(Should be submitted on the letter head of Tenderer)

Name of the Contractor/Agency/Firm	
Address & Contact number	
Name of person, who has signed the tender	
Phone No./Mobile No.	
Email Id	

S.No.	Documents Required	Compliance (to be ticked as attached)
1.	Details of EMD (DD no. and Amount)	Yes / No
2.	Copy of Permanent Account Number	Yes / No
3.	Copy of GST Registration Certificate	Yes / No
4.	Copy of EPF and ESI registration number	Yes / No
5.	Copy of experience certificates from clients regarding the quality and duration of services rendered during last seven years. (Annexure-IV)	Yes / No
6.	Copy of work orders from clients regarding the work awarded during last seven years. (Annexure-IV)	Yes / No
7.	Copy of work orders of on-going works at other sites. (Annexure-V)	Yes / No
8.	A self certificate showing the track record of contracting firm/Contractor on the company letter head. (Annexure-VII)	Yes / No
9.	List of testing equipments owned or certification of hiring the equipments with the list of firms with their consent letter.	Yes / No
10.	List of technical & administrative employees with their relevant documents, experience certificates and competency license with (Annexure-VI)	Yes / No
11.	Copy of audited balance sheets for last three financial years with Annexure -III	Yes / No
12.	Valid Electrical Contractor license issued by Govt of India/ State Govt.	Yes / No
13.	Copy of documents for proof of registration with Govt./Semi Govt. Organization.	Yes / No
14.	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.	Yes / No
15.	Any other documents mentioned in the Tender document.	Yes / No
16.	Bank Details	Yes/ No

Authorized Signatory of Bidder(s) with Seal

ANNEXURE – III
FINANCIAL INFORMATION
(to be submitted with Technical Bid)

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

S.No.	Descriptions	2016-17	2017-18	2018-19
1.	Gross Annual Turn Over			
2.	Profit/Loss			

Signature of Bidder(s) with Seal

Signature of Chartered Accountant with Seal

ANNEXURE – IV
(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 Descripti on	Cost of work in crores	Date of commencem ent as per contract	Stipul ated date of compl etion	Actual date of comple tion	Ref. & Date of the Order	No. & Date of completi on certificate attached.	Remark s
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.
- Completion certificate to be attached.
- Supporting documents like notice of award, schedule of qualifying works shall also be attached.

ANNEXURE – V
(to be submitted with Technical Bid)

LIST OF WORKS WHICH ARE IN HAND (PROGRESS)

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

ANNEXURE – VI
(to be submitted with Technical Bid)

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED
FOR THIS WORK**

S.No.	Designation	Total Number	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work (shift/ general)	Remarks
1	2	3	4	5	6	7	8

Signature of Bidder(S) with Seal

ANNEXURE – VII
(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 – VIII
(to be submitted with Technical Bid)

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 his 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)

ANNEXURE – IX
(to be submitted with Technical Bid)

FORM – V
See Rule 21(2)

FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER

Certificate that I have engaged the applicant _____ as Contractor in my establishment. I undertake to be bound by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, in so far as the provisions are applicable to me in respect of the employment of contract labour by the applicant in my establishment.

Name Of Work: - Non-Comprehensive annual operation & maintenance contract of one (1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan.

Registrar
Central University of Rajasthan

Place:
Date:

ANNEXURE – X
(to be submitted with Technical Bid)

To,
The Registrar
Central University of Rajasthan.
Bandarsindari, Kishangarh

Sub: Submission of Tender for the work of “Non-Comprehensive annual operation & maintenance contract of one(1) no. of 33/11 kV Main Receiving Substation, four (4) nos. of 11/0.433 kV Load Sub-Stations, D.G. Sets and electrical installations of all the buildings at Central University of Rajasthan.”

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

Central University of Rajasthan through Registrar, Central University of Rajasthan, Bandersindri, Dist-Ajmer. (Hereinafter referred to as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Through
(Details of duly authorized signatory)

Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. **CURAJ/R/F. date: --**) (hereinafter referred to as "Tender/Bid") and intends toward, under laid down organizational procedure, contract for - Non-Comprehensive Annual Operation & Maintenance Contract pertaining to electrical substations and installations of all the buildings at Central University of Rajasthan. Here in after referred to the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

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

through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subContractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-Contractors/sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:
Dated :