

CENTRAL UNIVERSITY OF RAJASTHAN

NH-8, Bandarsindri, Kishangarh, Dist. Ajmer



Tender Document

For

**Supply, Installation, Testing and Commissioning of Split
Type Inverter based Air Conditioners at Central
University of Rajasthan.**

Notice Inviting Tender

Central University of Rajasthan invites sealed tenders for Supply, Installation, Testing and Commissioning of Split Type Inverter based Air Conditioners at Central University of Rajasthan campus from reputed manufacturers or their Authorized Dealers to supply in the University.(as per detailed terms & conditions of the tender document)

NIT No: CURAJ/R/F.108/2019/5057

dated: 13 March 2019

Estimated Cost: Rs **57,00,000/-**

Period of Contract: 02 Months

Time and date of submission of bid: **25/03/2019 till 02.00 PM**

The tender forms and other details can be obtained from the O/o The Registrar, Central University of Rajasthan or can be downloaded from the University website www.curaj.ac.in

Registrar

Notice Inviting Tender

The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh-305817 invites sealed **Item Rate Tender** from the reputed manufacturers or their authorized dealers.

S. No.	Name of Work	NIT No.	Estimated Cost	Earnest money	Duration of contract	Time & Date of submission of Bid	Time & Date of Opening of Technical Bid
1	Supply, Installation, Testing and Commissioning of Split Type Inverter based Air Conditioners at Central University of Rajasthan..	CURAJ/R/F. 108/2019/5057 dated: 13 March 2019	Rs. 57,00,000/-	Rs. 1,20,000/-	2 months	25/03/2019 till 02.00 PM	25/03/2019 at 03.00 PM

The tender form and other details can be obtained from the O/o The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh -305817 or can be downloaded from the University website www.curaj.ac.in

INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF TENDER

TENDERER TO ENSURE THAT:-

1. Tender to be witnessed on CPWD Form **8** of tender documents.
2. The tenderer shall quote his rates keeping in mind the specifications, terms and conditions, additional / particular and special conditions etc. and nothing shall be payable extra whatsoever, unless otherwise specified.
3. The tenderer whose tender is accepted shall also furnish performance guarantee of 5% of the tendered amount in addition to the other deposits mentioned elsewhere in the tender document for proper performance of the agreement. This guarantee shall be in the form of Banker's Cheque, Bank/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 Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the prescribed form.

Documents to be accompanied along with Technical Bid

1. Attested copy of Registration certificate or registered partnership deed of firm if firm is in partnership.
2. EMD of Rs. 1,20,000/- through DD favouring Central University of Rajasthan, payable at Bandarsindri/ Kishangarh.
3. Self-attested list of present clients along with their contact numbers and the copies of evidence in respect of the works executed of similar nature.
4. Experience Certificates of satisfactorily completion of three works of similar nature each of value not less than 40% of estimated cost or two similar works each of value not less than 60% of estimated cost or one work of value not less than 80% of estimated cost in last five years ending the last day of the month previous to one in which the bids are invited. However the contracts going to expire within next 6 months of the last date of submission of tender may be included in the list.
5. Enlistment Certificate/ Order of the CPWD/ Rajasthan PWD or similar Government Departments.

CHECK LIST FOR TENDERERS FOR SUBMISSION OF TENDERS:

1. The tenderer(s) should also read all the specifications, items & conditions, contract clauses, nomenclature of the items, specifications etc., contained in the bid document very carefully, before quoting the rates.
2. The tenderer(s) should also read the General Conditions of Contract for CPWD works 2014 (or latest publication), which will be a part of the agreement with amendments upto the date of receipt of tenders including the special conditions and particular specifications etc.
3. Rates must be filled in words and figures. Amount should be worked out for all items.
4. The tenderer(s) shall quote the rates keeping in mind the specifications, terms & conditions, additional and special conditions etc., and nothing extra shall be payable unless otherwise specified.
5. The tenderer(s) shall have to make his own arrangement for housing facilities for staff at his own cost. No labour huts will be allowed to be constructed in University campus. Any decision in this regard shall rest with the Central University of Rajasthan.
6. The tenderer(s) shall quote his rebate if required, mentioning specifically on what component it is applicable otherwise it shall be considered general rebate on total quoted rates.
7. The work is required to be executed in occupied buildings. The tenderer(s) shall take precaution to ensure quality of workmanship as well as the progress of the work. He shall regulate the labour accordingly.
8. The tenderer(s) shall make arrangement for disposal of dismantled materials from upper floors which are environmental friendly.

**Central University of Rajasthan
Bandarsindri, NH-8, Dist. Ajmer**

NOTICE INVITING TENDER

1. Tenders are invited from reputed firms for issue of tender documents for the work of:-

Name of Work: Supply, Installation, Testing and Commissioning of Split Type Inverter based Air Conditioners at Central University of Rajasthan.

The work is estimated to cost Rs. **57,00,000/-**. This estimate, however, is given merely as a rough guide.

- 1.1 To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under:-

- i) "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, than 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 work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit /Performance Guarantee."

1. Reputed Manufacturer or their Authorised dealers of Inverter based Split Air Conditioners should have the following requirements to make them eligible to qualify in technical bid-

- a) Reputed Manufacturer or their Authorised dealers should have satisfactorily completed **three similar works** (at least one of them in Central Government/Central Autonomous Body/Central PSU/ Central Undertaking Body/Rajasthan State Government Department/Educational Institute). Three similar works each of value not less than 40% of estimated cost or two similar works each of value not less than 60% of estimated cost or one work of value not less than 80% of estimated cost in last 5 years ending last day of the month previous to the one in which the bids are invited.
- b) Should have average **annual financial Gross turnover not less than Rs. 3.00 Crores** during the **last three years ending 31st March 2018**. Copy of Audited Financial Statements to be provided.
- c) **Similar or Similar Nature of work means** Supply, Installation, Testing and Commissioning of 100 Nos. of Inverter based Split Air Conditioners in any Government Department/Educational Institute.
- d) Manufacturer Authorization letter is to be furnished with the tender if authorized dealer of the manufacturer is participating in the tender on behalf of Original Manufacturer.
- e) The Complaint lodged by the University through phone/ email etc. should be resolved within 48 hours. Failing to attend the complaint within 48 hours penalty of Rs.500 per day will have to be paid up to 7 days. For failure to attend the complaint after 7 days, the vendor has to provide alternative arrangement for Inverter based Split Air Conditioners during warranty period.

2. Agreement shall be drawn with the successful tenderer on prescribed Form CPWD-8, which is available as a Govt. of India Publication (Edition 2014 with up to date correction slips issued up to the last date of issue of tender). Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
 3. The time allowed for carrying out the work will be **02 months** from the date of start as defined in schedule 'F' or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
 4. The site for the work is available in full.
 5. Bid documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor/tenderer whose tender may be accepted and other necessary documents can be seen in the office of the Registrar, Central University of Rajasthan in office hours except on Sundays and Public Holidays. The tender form can also be downloaded from the University website www.curaj.ac.in
 6. Bid shall be accompanied with Earnest money of Rs. 1,20,000/- in demand draft of a scheduled bank issued in favour of Central University of Rajasthan payable at Kishangarh/ Bandarsindri.
 7. Application supported by prescribed annexure, Earnest money, Copy of Enlistment Certificate/ Order of the CPWD/ Rajasthan PWD or similar Government Departments, and tender shall be placed in separate sealed envelopes clearly written on each as "**Technical Bid with Earnest Money**" and "**Financial Bid**" respectively with name of work written on each envelop. The Technical Bid shall contain all supporting documents.
 8. Both envelopes shall be submitted together in another main sealed envelope with name of work written on cover. The bids will be received up to 02.00 PM on 25/03/2019 in the office of Registrar, Central University of Rajasthan. The envelope marked "Technical Bid with Earnest Money" shall be opened first by the authorized representative of the Central University of Rajasthan on the same day at 03.00 PM. The Financial Bid of only those bidders shall be opened thereafter whose Earnest Money and Copy Enlistment Certificate/ Order of the CPWD/ Rajasthan PWD or similar Government Departments are received in the prescribed manner.
- (ii) The tenderer/contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in schedule F. This guarantee shall be in the form of Banker's Cheque, Bank/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 Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the prescribed form.
- In case the tenderer fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the tenderer shall be forfeited automatically without any notice to the tenderer.
- (iii) The description of the work is as follows:
Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and

sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Electricity will be provided by the University free of cost. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- (iv) The University does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- (v) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the tenderers/contractors who resort to canvassing will be liable to rejection.
- (vi) The University reserves the right of accepting the whole or any part of the tender and the tenderer/contractors shall be bound to perform the same at the rate quoted.
- (vii) The tender for the works shall remain open for acceptance for a period of sixty (60) days from the date of opening of the financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the University, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit said earnest money absolutely as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- (viii) The bid document shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The bid documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D Form **8** - 2014 edition with upto date correction slip issued upto the last date of issue of tender.

Registrar
Central University of Rajasthan

CPWD - 8

Central University of Rajasthan

STATE RAJASTHAN

BRANCH ESTATE

Item Rate Tender & Contract for Works

Tender for the work of: Supply, Installation, Testing and Commissioning of Split Type Inverter based Air Conditioners at Central University of Rajasthan.

- (i) Tender to be submitted by 02.00 PM on 25/03/2019 at office of Registrar, Central University of Rajasthan.
- (ii) To be opened in presence of tenderers/contractors who may be present at 03.00 PM on 25/03/2019 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 sixty (60) days from the due date of opening and not to make any modification in its terms and conditions.

A sum of Rs. 1,20,000/- 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 (Enclosed)

As per sheet attached

SCHEDULE 'B'

Schedule of materials to be issued to the tenderer/contractor.

Sr.No.	Description of item	Quantity	Rates in figures & words at which the	Place of	Issue
1	2	3	4	5	5

-----NIL-----

(Material required for the work shall be arranged by the Tenderer/Contractor)

SCHEDULE 'C'

Tools and plants to be hired to the tenderer/contractor

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

-----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:- Supply, Installation, Testing and Commissioning of Split Type Inverter based Air Conditioners at Central University of Rajasthan..

Estimated cost of work : Rs. **57,00,000/-**

(i) **Earnest Money** : Rs. 1,20,000/- (To be returned without interest or to be adjusted in performance guarantee for successful bidders or the case may be)

- (ii) **Performance guarantee** : 5% of bided amount.
(For successful bidder EMD amount would be adjusted in security deposit)
- (iii) **Security Deposit** : 2.5% of bided value
Or
2.5% of bid value plus 50% PG for contracts involving maintenance of the building and services / other work after construction of the same building and services/other work.
(Modified vide OM DG/CON/273 dt. 01.10.2013)

SCHEDULE 'F'

General Rules & Directions:
Officer inviting bid -

Registrar
Central University of Rajasthan

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.

See below

Clause 1

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, **10 Days**
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided **5 Days**

Clause 2

Authority for fixing compensation under clause 2

Registrar
Central University of Rajasthan

Clause 2

Whether Clause 2A shall be applicable.

No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start.

15 Days

Milestone(s) as per table given below

Sr. No.	Description of Milestone (Physical)	Time Allowed in Days (from date of start)	Amount to be withheld in case of non-achievement of mile stone.
1	Placing of order for 100% material.	0.5 Month	0.5%
2	Installation of 50% material received	1.0 Month	0.5%
3	Supply of 100% material & Installation of 50% of the material	1.5 Month	0.5%
4	Installation of 100% material Testing and commissioning of all installation	2.0 Month	1.0%.

Time allowed for execution of work

2 (Two) Months

Authority to decide:-

- (i) Extension of time
- (ii) Rescheduling of Mile Stones
- (iii) Shifting of date of start in case of delay in handing over of site
(Modified vide OM DG/CON/267 dt. 14.05.2013)

**Registrar, CURaj
Bandar Sindri, KSG**

**Registrar, CURAj
Bandar Sindri, KSG**

**Registrar, CURAj
Bandar Sindri, KSG**

Clause 6, 6A

Clause applicable –(6 or 6A)

Clause 6

Clause 7

Gross work to be done together with net payment/.
adjustment of advances for material collected, if any,
since the last such payment for being eligible to interim
payment

NA

Clause 10 A

List of testing equipment to be provided.
by the tenderer/contractor at site lab

-----**NIL**-----

Clause 10 B(ii)- Whether Clause 10 B(ii) shall be applicable:

NA

Clause 10CA

Materials covered under this clause	Nearest Materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be followed	Base Price and its corresponding period of all Materials covered under clause 10 CA**
-----Not applicable-----		

Clause 10CC-

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in the next column.

NA

Schedule of component of other Materials, Labour, POL etc. for price escalation.

Component of Civil (Except material covered under clause 10CA)/Electrical construction materials expressed as percent of total value of work

Xm
.....NIL.....%

Component of Labour expressed as percent of total value of work

Y
.....NIL.....%

Component of POL expressed as percent of total value of work

Z
.....NIL..... %

Note- Xm.....% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel and other material specified in clause 10CA+ Component of Labour + Component of P.O.L) (Modified vide OM DG/CON/268 dt. 28.05.2013)

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

Type of Work (Modified vide OM DG/CON/270 dt. 11.06.2013)	Project & Original Work.
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 clause 12.2 & 12.3 shall apply for foundation work. (except earth work)	100%
II Deviation Limit for items in earth work subhead of DSR or related items (Modified vide OM DG/CON/272 dt. 21.08.2013)	30%

Clause 16

Competent Authority for deciding reduced rates.

**Registrar, CURAJ
Bandarsindri, Kishangarh,****Clause 18**List of mandatory machinery, tools & plants
to be deployed by the tenderer/contractor at site:**To be arranged by the
tenderer/contractor at site.****Clause 25**

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute one Chairman and two Members	H'ble VC, CURAJ

(Modified vide OM DG/CON/255 dt. 23.5.2011)

Clause 42**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

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

Annexure – I

A F F I D A V I T

I/ We have submitted a bank guarantee for the work: **Supply, Installation, Testing and Commissioning of Split Type Inverter based Air Conditioners 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 Tenderer)

FORM – V
See Rule 21(2)

FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER

Certificate that I have engaged the applicant _____ as Tenderer 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: - Supply, Installation, Testing and Commissioning of Split Type Inverter based Air Conditioners at Central University of Rajasthan.

Registrar
Central University of Rajasthan

Commercial and Additional Conditions

General

This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, final testing, commissioning, for the following work:-

Name of Work: Supply, Installation, Testing and Commissioning of Split Type Inverter based Air Conditioners at Central University of Rajasthan.

The tenderer is advised to visit the site of the work i.e. “Campus of Central University of Rajasthan, Bandarsindri, Kishangarh, Distt. – Ajmer, Rajasthan.” to have an idea of the execution of the work; failure to do so shall not absolve their responsibility to do the work as specified in agreement.

1. The work shall be executed as per CPWD’s general specification for Electrical Works Part-I Internal 2013 & HVAC-2017 IE rules, Indian Standards, as per Rules of NBC 2005 & all the amendment issued upto date and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above and in case of variations; specifications given in this Additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read alongwith schedule of quantities for the work.
2. **Rates:**
The work shall be treated as on works contract basis and the rates tendered shall be for complete items of work (except the materials, if any, stipulated for supply by the department) inclusive of all taxes (including works contract tax, if any), duties, and levies etc. and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the tenderer/contractor, watch and ward of all materials (including those supplied by the department, if any) for the work at site etc. and prices quoted shall be final.
3. **Taxes and Duties:**
 - 4.1. Being an indivisible works contract, GST or any other tax are not payable separately.
 - 4.2. The works contract tax shall be deducted from the bills of the contractor as applicable in the State in which the work is carried out, at the time of payments.
4. **Mobilization Advance:**
No mobilization advance shall be paid for the work, unless otherwise stipulated in tender papers for any individual works/ composite work.
5. **Completeness of Tender:**
All sundry equipment’s, fittings, assemblies, accessories, hardware items, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the

tender, whether such items are specifically mentioned in the tender documents or not.

6. **Storage and Custody of Materials:**

The contractor has to make his own arrangement for the storage of the material at site & necessary watch and ward of the electrical installation during the execution of work till the same is handed over to the department. No extra payment will be made on this account. The storage space shall however be arranged by the department at site, if available. The contractor shall however be responsible for proper storage and safe custody of the same till their installation and handing over to the department.

7. **Electric Power Supply and Water Supply:**

3 Phase, 415 volts, 50 Hz power supply (upto 5KW) and Water Supply shall be provided by the department free of charge to the contractor at one point for installation at site. Termination switchgear however, shall be provided by the contractor. Further extension if required shall be done by the contractor.

8. **MACHINERY FOR ERECTION**

- (i) All tools and tackles required for unloading/handling of equipments and materials at site, their assembling, erection, testing and commissioning shall be the responsibility of the contractor.
- (ii) No T & P shall be issued by the Department and nothing extra shall be paid on account of this.

09. **Care of the building and other structures / installations**

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building and its surrounding roads, pavements, horticulture work, boundary wall, sewer and water lines etc. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

10. **Structural Alterations to Buildings:**

- (i) No structural member in the building shall be damaged/altered, without prior approval from the competent authority through the Engineer-In-charge.
- (ii) Structural provisions like openings, cutouts, if any, provided by the department for the work, shall be used. Where these required modifications or fresh provisions are required to be made, such contingent works shall be carried out by the contract at his cost.
- (i) All such openings in floors provided by the department shall be closed by the contractor after installing the cables/conduits/rising mains/GI&MS Pipe etc. as the case may be, by any suitable means as approved by the Engineer-In-charge without any extra payment.

11. **Data Manual and Drawings to be furnished by the Tenderers:**
With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.
After Award of work: - The contractor shall prepare & submit three sets of following drawings and get them approved from the Engineer-In-Charge before the start of the work. The approval of drawings however does not absolve the contractor not to supply the equipments/ materials as per agreement, if there is any contradiction between the approved drawings and agreement.
- 1) General arrangement drawings of the equipments in the building with complete dimensions.
 - 2) Any other drawings relevant to the work.
12. **Inspection and Testing**
All major equipments shall be offered for initial inspection by the Engineer-In-Charge or officer authorized by him at manufacturer's works in India. The department may or may not inspect the material at its discretion. The contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. Contractor shall make all arrangements for inspection of material at works. The department reserves the right to get the equipment inspected by third party inspection also. Such inspection shall be of following categories:
- A. Inspection of materials/ equipments to be witnessed at the manufacturer's premises/ at its authorized works in India, in accordance with relevant BIS/ Agreement Inspection Procedure.
 - B. To receive material at site with manufacturer's Routine & Type Test certificates.
 - C. To inspect material at the authorized dealer's go-down to ensure delivery of genuine material at site.
 - D. To receive material after physical inspection at site.
 - E. Relevant Indian Standards including amendments or revisions thereof up to the date of tender acceptance shall be applicable in the respective contracts for respective items, firm to ensure its compliance.
13. **Workmanship:**
- 14.1 Good workmanship is an essential requirement to be complied with. The entire work of manufacture/fabrication, assembly and installation shall conform to sound engineering practice.
 - 14.2 Proper supervision/skilled workmen: The contractor shall be a licensed electrical contractor of appropriate class suitable for execution of the electrical work. He shall engage suitably/skilled/licensed workmen of various categories for execution of work supervised by super visors Engineer of appropriate qualification and experience to ensure proper execution of work. They will carry out instruction of Engineer-In-Charge and other senior officers of the Department during the progress of work.
 - 14.3 Use of quality materials: Only quality materials of reputed make as specified in the tender will be used in work.

15. **Testing:**
All testes prescribed in this General Specification, to be done before, during and after installation, shall be carried out, and the test results shall be submitted to the Engineer-In Charge in prescribed Performa, forming part of the Completion Certificate.
16. **Commissioning on completion:**
After the work is completed, it shall be ensured that the installation is tested and commissioned.
17. **Drawings/Documents to be furnished on completion of installation:-**
Three sets of the following laminated drawings shall be submitted by the contractor while handing over the installation to the Department. Out of these three, one set shall be laminated on a hard base for display in the control room/room. One set shall be displayed in Junior Engineer's room and one set for a designated area.
1. Manufacturer's technical catalogues of all equipments and accessories.
 2. Operation and maintenance manual of all major equipments, detailing all adjustments, operation and maintenance procedure.
18. **GUARANTEE**
All equipments shall be guaranteed, against unsatisfactory performance and/or breakdown due to defective design, workmanship or material, for a period of 12 months from the date taking over the installation by the department. The equipments or components, or any part thereof so found defective during the guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in attending the defect/fault removed, the same will be got done by the department at the risk and cost of the contractor. The decision of Engineer-In-Charge in this regard shall be final.
19. **SAFETY CODE & LABOUR REGULATIONS**
- A. In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S. Recommendations, Factory Act, workmen's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for penalty for Rs. 200/- for each violation. In addition the Engineer-In-Charge, shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.
 - B. The contractor shall provide necessary barriers, warning signals and other safety measures wherever necessary so as to avoid accident. He shall also indemnify CPWD against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all insurance including third party

insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

20. COMPLETION PERIOD

The completion period of 02 (two) Months indicated in the tender documents is for the entire work of planning, designing, etc., arrangement of materials & equipment's, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-In-Charge.

21. EXTENT OF WORK

The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been specifically mentioned in bill of quantity in the tender document. However, major equipment not covered in the scope of the work and required subsequently as an additional feature, not covered in the contract specifications, shall be paid extra. The decision of the Engineer-In-Charge in the matter shall be final and binding upon the contractor.

22. VALIDITY

The bid shall remain valid for 60 days from the date of opening of Price Bid.

23. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS

23.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

Factories Act.

- a. Indian Electricity Rules.
- b. B.I.S. & other standards as applicable.
- c. Workmen's Compensation Act.
- d. Statutory norms prescribed by local bodies like CEA, Power Supply Co., etc.

23.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

23.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty as decided by the University authority. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

24. **Insurance and Storage**
All consignments are to be duly insured upto the destination from warehouse to warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.
25. **Verification of correctness of equipments at destination**
The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied and erected.
26. **Painting**
The major equipments shall be factory final finish painted. The agency shall be required to do only touching to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting. However hangers, supports etc. shall be painted with required shade including painting with two coats of anticorrosive primer paint at site as per the instructions of the engineer-in-charge.
27. **INTERPRETING SPECIFICATIONS**
In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:
- a. Schedule of quantities
 - b. Technical specifications
 - c. Drawing (If any)
 - d. General Specifications
 - e. Relevant BIS or other international code in case BIS code is not available.
28. As per Govt. of India, Ministry of Finance, Department of Revenue notification No. 12/2012 service tax dated: 17.03.2012 under Para 12(a) service tax on Govt. works is exempted.
29. **INDEMNITY**
The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian law and regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk in his own interest. No extra payment would be made to the successful tenderer on account of the above.
30. **Safety Measures**
All equipments shall incorporate suitable safety provisions to ensure safety of the operating personnel as per manufacturer's standard practice.
- Work is to be carried out in such a manner that existing working of the building is not hindered. No payment on A/c of idle labour for this reason shall be made to contractor.

INTERNAL AND EXTERNAL EI WORKS

Additional Conditions

1. All repairs & patch work shall be neatly carried out to match with the original finish & all damages caused to the building installation during the execution of work shall have to be made good by the contractor immediately at his own cost to the entire satisfaction of Engineer-In charge. In case contractor fails to comply with the instructions of the Engineer-In-charge, Engineer-In-Charge shall be at liberty to get the work done by any other agency and recover such amount as paid to the other agency from the bill(s) of the contractor. Contractor shall have no claim, whatsoever, on the extent of such amount.
2. Contractor shall provide polythene/PVC plastic cover for all Electrical Panels etc. to protect them from rust/damages, during execution of work till the work is actually completed and handed over to the department.
3. All debris/malba resulting due to electrical work shall be removed on daily basis and completion of the work shall only be accepted after the site has been cleaned of all malba. In case, contractor fails to comply, the same shall be got removed by the other agency and the payment so made shall be recovered from the bill(s) of the contractor.
4. The contractor shall have to make arrangements, at his own risk and cost, for transportation of materials from the point of issue of stores to site of work, if any.
5. Makes of all items that are not covered in the schedule of work/additional specifications shall be got approved from the Engineer-in-charge and shall conform to relevant Indian Standard as applicable.
6. The contractor shall ensure that the staff employed by him for execution of the electrical work, possess the valid electrical license issued by competent authority. Consequences arising due to the default of the contractor in not complying with the above condition shall be the responsibility of the contractor.
7. Copper lugs shall be provided for terminating copper wires and aluminum lugs to be provided with aluminum conductor. GI earth wire/cable to all terminating places for which nothing extra shall be paid. All multi-stranded/ stranded wires shall be terminated through copper lugs.
8. All concealed work and earthing shall be done in the presence of the Engineer-In-Charge or his authorized representative.
9. Contractor shall have to check the Site Order Book for any instructions of the Engineer-in charge or his authorized representative and sign the site order book. He shall be bound to ensure compliance with the instructions recorded therein.

TECHNICAL SPECIFICATIONS

Split Type A.C. Unit

1.1 COMPRESSOR

Compressor shall be rotary type using refrigerant R-410/green gas complete with safety controls oil heater and other accessories, main bearings shall be of generous size and self-aligning type with lining of anti-friction bearing metal complete with forced feed type lubrication system, filters with by-pass relief valves, pressure and control valves as required. Compressor shall be installed in outdoor condenser housing.

1.2 EVAPORATOR

Evaporator coils shall have 10 to 15 mm dia. copper tubes with aluminum fins firmly bonded to copper tubes assembled in zinc coated steel frame. Fan section shall be made from heavy gauge steel with wheels of forward-curved multi-blade type to ensure smooth air flow into the fan. Housing shall be provided of die-formed side sheets with streamlined inlet and guide vanes.

1.3 CONDENSER

Condenser coil shall have 10 to 15mm dia. copper tubes with aluminum fins bonded to copper tubes assembled in zinc coated steel frame. Condenser shall be complete with propeller fan and weather proof totally enclosed motor and other accessories as required. Condensate drain piping may be left over condenser if possible at site.

1.4 FILTERS

Filters shall be washable of synthetic woven mesh having an efficiency of not less than 90% for particles down to 5 microns. Velocity across filters shall not exceed 2 meters per second.

1.5 REFRIGERANT PIPING

Piping shall be of type 'L' hard drawn copper tubing of seamless variety with back seated type brass valves. Brass strainer shall be provided with bronze screen and permanent magnet on upstream of controls and valves, with isolating valves. Expansion valves located with indoor unit, shall be provided with remote bulb external equalizer port and external super-heat adjustment with sight glass and liquid line solenoid valve (if required) in piping preceding expansion valve. Small capacity units shall be provided with Capillary tube expansion device. In such case, Suction line shall be connected to capillary tube inside evaporator unit only. Expansion device shall not be installed in condensing unit.

Liquid line shall be clamped with Suction line or condensate drain pipe, duly insulated, to provide an effective heat exchanger.

1.6 CONTROLS

Safety controls shall consist of compressor high-low pressure stat and oil pressure safety switch suitable for manual resetting. Thermostat with tolerance of +1 deg.C. shall be provided. Crank case heater shall switch on when compressor stops.

1.7 MISCELLANEOUS

Each split unit shall include suitably designed housing in heavy gauge sheet steel and angle frame work treated for rust prevention and painted, to mount the components.

Exposed indoor units shall be provided with factory made supply air grill to distribute the air evenly across large areas, if required.

Full charge of refrigerant gas, as required to obtain and maintain design conditions and the required quantity of suitable grade lubrication oil shall be provided.

Sheet steel control panel for housing the controls and other operated items.
Ribbed rubber vibration isolator pads or springs of 90% efficiency in preventing transmission of vibration.

Each unit shall include but not be limited to all the items listed in foregoing paragraphs and shall be complete as required.

The refrigerant copper piping of the split unit shall be insulated with closed cell polyflex insulation (tubular type).

Winter Heating: Heating shall be provided by either of following methods:

HEAT Pump: Split type air-conditioning units shall be provided with Heat pump.

1.8 **INSTALLATION AND TESTING**

The outdoor unit shall be mounted on floor/foundation. Necessary mild steel frame work for condenser unit, foundation bolts, leveling shims etc. if required for mounting of the same shall be provided by the vendor. M.S. frame work shall be designed to support the condensing units rigidly under all conditions and shall be painted with two coats of anti-rust paint and two coats of enamel paint.

The interconnecting refrigerant piping shall be mounted on ladder type galvanized steel saddles with nuts and bolts. Cabling & wiring shall be enclosed in MS conduit fixed to saddle. Ladder type saddles shall be fixed firmly on walls/structure.

On installation, the refrigerant circuits and the connected equipment and parts shall be thoroughly pressure tested for leaks. The system pressure shall be reduced by a vacuum pump to within an absolute pressure of 7.5mm Hg and maintained at this level for four (04) hours. Thereafter the vacuum pumps shall be stopped and vacuum maintained for 24 hours with a pressure drop not exceeding 2.5mm gas absolute.

All instruments and switchgear shall be tested for proper functioning and set of design values.

On completion of the installation and the above sets, unit shall be tested for performance. The capacity on tons shall be calculated from measurements of temperature difference and air flow rate. The power consumption shall be checked from current measurements of the motor.

1.9 **REFRIGERANT PIPING INSULATION**

1.9.1 All refrigerant and condensate drain piping shall be insulated in the manner specified herein. Before applying insulation all pipes shall be brushed and cleaned. The thermal insulation thickness shall be

Refrigerant Piping : 19mm

Condensate Drain Piping : 6mm

1.9.2 Insulating material in tube form shall be sleeved on the pipes. On piping, slit opened tube from insulating material shall be placed over the pipe and adhesive shall be applied as suggested by the manufacture adhesive must be allowed to tack dry and then press surface firmly together starting from butt end and working towards centre. Wherever flat sheet shall be used it shall be cut out in correct dimension using correct tools. Scissors or Hacksaw blade shall not be allowed. All longitudinal and transverse joints shall be sealed as per sealed by providing 6mm thick, 50mm wide nitrile rubber tape. The adhesive shall be strictly as recommended by the manufacturer. The insulation shall be continuous over the entire run of piping, fittings and valves.

1.9.3 Protective Coating over Insulation in area exposed to atmosphere.

1.9.4 To provide mechanical strength and protection from damage all pipes insulated with nitrile rubber / polyethylene foam in exposed area shall be covered with aluminum foil of 0.05 mm thickness.

APPENDIX – I

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 this day of20.....

BETWEEN

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

AND

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

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

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. **CURAJ/R/F.....**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for - **Supply, Installation, Testing and Commissioning of Split Type Inverter based Air Conditioners at Central University of Rajasthan.** Hereinafter 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 non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a 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/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 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 intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Principal/Owner)

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

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated :