

**Notice Inviting Tender**

The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist.-Ajmer, Rajasthan-305817 invites sealed **Item Rate Tender** from eligible 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 :

S. No.	Particulars	Details
1.	Name of Work	Rate Contract for Refilling & Maintenance of Fire Extinguishers at Central University of Rajasthan.
2.	NIT No.	CURAJ/R/F.143/2022/3566 dated 16.12.2022
3.	Estimated Cost	Rs. 7,08,965/-
4.	Earnest money	Rs. 14,200/-
5.	Last time & Date of submission of Bid	06.01.2023 at 02.00 PM
6.	Time & Date of Opening of Technical Bid	06.01.2023 at 03.00 PM

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

**Registrar  
Central University of Rajasthan**

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## INFORMATION AND INSTRUCTIONS FOR BIDDERS

The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist.-Ajmer, Rajasthan-305817 invites sealed **Item Rate Tender** from eligible 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 :

S. No.	Particulars	Details
1.	Name of Work	Rate Contract for Refilling & Maintenance of Fire Extinguishers at Central University of Rajasthan.
2.	NIT No.	CURAJ/R/F.143/2022/3566 dated 16.12.2022
3.	Estimated Cost	Rs. 7,08,965/-
4.	Earnest money	Rs. 14,200/-
5.	Last time & Date of submission of Bid	06.01.2023 at 02.00 PM
6.	Time & Date of Opening of Technical Bid	06.01.2023 at 03.00 PM

1. The eligible contractor shall submit their registration certificate, valid up to date. The bidder shall submit documentary proof for successfully executed fire extinguishers refilling works in any Central Govt/State Govt/PSU/Reputed Private Firms.
2. The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for bidders shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from University website [www.curaj.ac.in](http://www.curaj.ac.in) and [CPP portal](#) free of cost.
4. The bidder 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.
5. The bidder must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
6. **Earnest Money Deposit (EMD):** EMD of Rs. 14,200/- shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank 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 favoring of Central University of Rajasthan Payable at Bandarsindri/Kishangarh.
7. The Contractor whose tender is accepted will be required to furnish **performance guarantee of 3% (Three Percent)** of the tender accepted amount within the period specified in Schedule "F". Banker cheque /demand draft/FDR/ pay order, Bank Guarantee Bonds of any Scheduled bank or the State Bank

of India in accordance with the prescribed form. This performance guarantee shall be returned to the contractor without any interest after completion of contract period.

8. Goods and service tax turn over tax, Excise duty, work contract tax or any other tax on materials as applicable shall be paid by the contractor himself. **The contractor shall quote his rates considering all such taxes.**
9. The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. Both the bids shall be placed in two separate envelope with due mentioning of name of work and bid type. Both Sealed Envelopes should be kept in a main/ bigger envelope with due mention of Name of work date & time of opening of bids. This is to be submitted in the Tender Box, Dispatch Section Room No 101, Ground Floor, Administrative Building, Central University of Rajasthan within the period mentioned above. The University will not be responsible for any postal or other delay whatsoever. The offers submitted by Telegram/Fax/e-Mail shall not be considered. No correspondence will be entertained in this matter.

## **DETAILED NOTICE INVITING TENDER**

The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist.-Ajmer, Rajasthan-305817 invites sealed **Item Rate Tender** from eligible 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 Work: Rate Contract for Refilling & Maintenance of Fire Extinguisher at Central University of Rajasthan.**
  - 1.1 The work is estimated to cost Rs. 7,08,965/- This estimate, however, is given merely as a rough guide.
2. **Minimum Eligibility Criteria**
  - 2.1 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works as defined here under and of magnitude specified below:  
Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one which application are invited should be either of the following:-
    - a) Three similar completed works costing not less than 40% of estimated cost, for each work.
    - b) Two similar completed works costing not less than 60% of estimated cost, for each work.
    - c) One similar completed works costing not less than 80% of estimated cost, for each work.**(Documentary evidence to substantiate above fact must be submitted along with Annexure-I with technical bid).**  
**Similar Nature of works means** “Supplying/Refilling of Fire Extinguishers”.
  - 2.2 The bidder must have registration/ enlistment with CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government in appropriate class and appropriate category. The bidder have to **submit copy of registration/ enlistment in appropriate class valid up to date.**
  - 2.3 The bidder should have had average annual financial gross turnover not less than Rs. 3.54 lakhs during the last three financial years. Year in which no turnover is shown would also be considered for working out the average. **(Documentary evidence to substantiate above fact must be submitted along with Annexure-II with technical bid)**
  - 2.4 The bidder should have positive net worth and should not have incurred loss in more than two years during the last five years ending 31st March 2022, duly certified by Chartered Accountant should be submitted along with the bid document. (Annexure-II)
  - 2.5 The bidders should have furnished a copy of GST registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.
3. The bidders have to submit a list of jobs in progress. Brief details of the units scope of work, names and address (postal mail) of present clients. (Annexure-III)
5. The track record of the contracting manufacturer/dealer/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-IV)
6. **Earnest Money Deposit (EMD):** EMD of Rs. 14,200/- shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank 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 favoring of Central University of Rajasthan Payable at Bandarsindri/Kishangarh.

The EMD of the successful bidder shall become part of performance Guarantee and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without EMD will be rejected.

**Note:** The firm who are registered with Medium Small and Micro Enterprise Management (MSME)/Small Scale Industries (SSI) are exempted to submit the EMD (copy of registration must be provided along with technical bid). No other relaxation will be allowed.

7. **Performance Guarantee:**

- The Contractor whose tender is accepted will be required to furnish **performance guarantee of 3% (Three Percent)** of the tender accepted amount within the period specified in Schedule "F". Banker cheque /demand draft/FDR/ pay order, Bank Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form.
- The performance Guarantee shall be valid upto the contract period plus 90 days beyond that. This performance guarantee shall be returned to the contractor without any interest after completion of contract period.
- 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.

8. **Security Deposit:**

- 2.5% of the billed amount shall be deducted from the bill to cover the Defect Liability Period (exceeding the contract period).
- The said security deposit shall be returned after satisfactory completion of warranty/DLP period.
- This security deposit shall be forfeited if he/they fails to comply with any of the conditions of the contract. No interest shall be paid on the security deposit.

9. **Liquidity Damage:**

The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% of work order value per week of delay subject to maximum of 10% of the value for the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, performance guarantee/security deposit of the supplier shall stand forfeited.

10. **Payment Clause:**

- Payment shall be made to the vendor on the satisfactory completion of work. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of the University Officials and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by CURAJ.
- Advance payment shall not be made under any circumstances.
- **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.

11. The contract will be initially for the period of three (03) years and may be further extended if services are found satisfactorily, on mutually agreed rates & terms conditions. The work performance of vendor will be reviewed every year and in case of unsatisfactory services, CURAJ will have a right to terminate

the contract during the agreement period.

12. The bid submitted shall also become/considered invalid if a bidder quotes nil rates against each item in Item rate tender.
13. The tender for the works shall remain open for acceptance for a period of **Ninety Days (90) days** from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the bidder shall not be allowed to participate in the re-tendering process of the work.
14. Before tendering, the bidder shall inspect the site to fully acquaint himself about the conditions in regard to accessibility of site, nature and extent of ground working conditions of site and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such accounts shall be entertained by the University in any circumstances after award of tender.
15. Except writing rates and amount, the bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed/downloaded form of tenders. If any changes, additions, alterations, modifications are detected in the submitted bid even at a later date when contract has been awarded, the contract will be liable to be void. The decision of Registrar, Central University of Rajasthan will be final & binding to the Contractor in this regard.
16. The authorized person of the bidding 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.
17. 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.
18. 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.

19. 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 bidder shall be summarily rejected.
20. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
21. The University reserves the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
22. Agreement shall be drawn with the successful bidder on prescribed Tender Form. The bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
23. Rates quoted shall be binding for contract period from the date of awarding of the contract and no increase whatsoever will be considered.
24. In case the vendor fails to supply the spare parts or fails to provide the agreed scope of work during the prescribed period, as per the terms of contract, the University is automatically entitled to procure the required parts and hire services from the market at the risk and cost of the vendor, such inability of bidder will entail forfeiture of the performance guarantee/security deposit. The purchaser also reserves the right to terminate the contract on immediate notice, if the vendor fails to comply with this clause for more than one instance.
25. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
26. **Documents to be enclosed with Technical bid:**
  - i Earnest Money Deposit (EMD) – Rs.14,200/-
  - ii Copy of GST Registration Certificate.
  - iii Copy of PAN card.
  - iv Copy of Experience/work completion certificates from the clients regarding the quality and duration of services rendered during last seven years as described above. (Annexure-I)
  - v Copy of work orders from the client regarding the work awarded during last Seven years. (Annexure-I)
  - vi Copy of enlistment certificate, which should be valid upto date.
  - vii Copy of audited balance sheets of last three financial years.(Annexure-II)
  - viii Copy of document showing net-worth certified by CA.(Annexure-II)
  - ix Copy of a list of jobs in progress. (Annexure-III)
  - x Copy of work orders of on-going work at other sites. (Annexure-IV)
  - xii A self-certificate showing the track record of contracting firm/Contractor on the non-judicial stamp paper. (Annexure-V)

**Note:**

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



27. **Financial bid** should contain only the Bidder's/Contractor's quoted rates in the given format (Annexure-XI) enclosed in **Envelope-II** with due mentioning name of work and bid type. Financial bid shall be opened only of those who have submitted proper EMD and have qualified in the Technical Bid as per eligibility criteria and on submission of all the required documents.
28. This Notice Inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
  - a) The Notice Inviting Bid, all the documents including additional or special conditions, specifications and drawings, if any, forming part of the bid as uploaded online at the time of invitation of bid and rate quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b) Tender Form
  - c) Form of Agreement
  - d) Integrity Pact.
29. The tender documents can be seen/ downloaded from the University website [www.curaj.ac.in](http://www.curaj.ac.in) & CPP Portal and all future Corrigendum/Corrigenda will be uploaded on our website. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender.
30. Before submitting the tender, please go through the complete tender document and terms and conditions on which the work will be awarded and shall be executed by the successful bidder.
31. Any dispute unless resolved amicably shall be settled by a court of law having jurisdiction over Jaipur/Ajmer.

**Central University of Rajasthan**  
**Item Rate Tender & Contract for Works**

- (A) Tender for the work of:- Rate Contract for Refilling & Maintenance of Fire Extinguishers at Central University of Rajasthan.
- (i) Tenders to be submitted upto 14:00hrs on 06.01.2023 to The Registrar, Central University of Rajasthan at Room No-101, Administration Building, Central University of Rajasthan, Bandarsindri, Distt. Ajmer.
- (ii) To be opened online/offline in presence of tenderers who may be present at 15:00 hrs on 06.01.2023 in the Conference Room, Administrative Building, Central University of Rajasthan, Bandarsindri, Distt. Ajmer.

**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.

**All the tenderers are requested to submit the bid security Declaration as prescribed in the Form A.** 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 Contractor

Postal Address\* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.\* \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Witness\*\* : \_\_\_\_\_

Address\*\* : \_\_\_\_\_

\_\_\_\_\_

Occupation\*\* : \_\_\_\_\_

(\*) To be filled in by the Contractor.

(\*\*) 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 for and on behalf of the Central University of Rajasthan for a sum of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_  
\_\_\_\_\_ )

The letters referred to below shall form part of this contract Agreement :-

- a)
- b)
- c)

For & on behalf of Central University of Rajasthan

Signature \_\_\_\_\_

Dated .....

Designation \_\_\_\_\_

## SCHEDULES

### SCHEDULE 'A'

Schedule of quantities – Attached in Financial bid

### SCHEDULE 'B' :

Schedule of materials to be issued to the contractor

S.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

----- NIL -----

### SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

----- NIL -----

### SCHEDULE 'D'

Extra schedule for specific requirement/documents for the work, if any

----- NIL -----

### SCHEDULE "E"

Reference to General Conditions of contract : GCC 2020 modified and amended up to date

Name of work : Rate Contract for Refilling & Maintenance of Fire Extinguisher at Central University of Rajasthan.

**Estimated Cost of work** : **Rs. 7,08,965/-**

CLAUSE 10CC : Not Applicable

CLAUSE 10C & 10 CA : NA

### SCHEDULE 'F' (FOR ELECTRICAL COMPONENT OF WORK)

1. *Reference to General Conditions of contract: General Conditions of contract for Central PWD Works 2020.*

2. Name of work: **Rate Contract for Refilling & Maintenance of Fire Extinguisher at Central University of Rajasthan**

(i) The work is estimated to cost : **Rs. 7,08,965/-**

(ii) **Earnest Money Deposit:** Rs.14,200/- shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank 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 favoring of Central University of Rajasthan Payable at Bandarsindri/Kishangarh.

- (iii) **Performance Guarantee:** 3% (Three percent) of accepted tendered amount.  
 (iv) **Security Deposit :** 2.5% (Two point five percent) of bill amount.

3. *General Rules & Directions*

- (i) Officer inviting tender : **Registrar Central University of Rajasthan, Bandar Sindri, Ajmer**
- (ii) Maximum percentage for quantity of items of work to be executed beyond which rates are to determined in accordance with Clauses 12.2 & 12.3 : As given under clause 12 of schedule 'F'.

4. Definition

- (i) Engineer-in-charge **Executive Engineer, C.U. Raj. Bandar Sindri, Ajmer**  
 (ii) Accepting Authority Registrar, Central University of Rajasthan,  
 (iii) Percentage on cost of materials and labour to cover all overhead and profits 15%  
 (iv) Standard Schedule of Rates *DSR 2021 with upto date correction slips*  
 (v) Department Estate Section, CURaj  
 (vi) Standard CPWD contract GCC for CPWD works/maintenance 2020

CLAUSE 1

- (i) Time allowed for submission of Performance guarantee from date of issue of letter of acceptance. 7 working days  
 (ii) Maximum allowable extension beyond the period as provided in (i) above . 7 working days

CLAUSE 2

Authority for fixing Registrar  
 compensation under clause 2 CURaj Bandar Sindri, Ajmer

CLAUSE 2 A

Whether Clause 2 (A) shall be applicable N.A.

CLAUSE 5

- (i) Number of days from the date of issue of letter of acceptance for reckoning date of start 15 Days  
 (ii) Time allowed for execution of work **02 (Two Months)**  
 (iii) Extension of time Registrar  
 CU Raj Bandarsindri, Ajmer  
 (iv) Rescheduling of mile stones Registrar  
 CU Raj Bandarsindri, Ajmer

CLAUSE 6 / 6A

Clause applicable 6 A(Applicable)

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

CLAUSE 10B (ii)

Whether clause 10-B(ii) shall be applicable Yes

CLAUSE 10C

Component of labour expressed as percentage of value of work NA

CLAUSE-10 (CA)

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	Period
1. Cement (PPC)	-----		
2. Reinforcement bars TMT Fe- 500 (Primary Manufacture)	-----		
3. Reinforcement bars TMT Fe- 500 (Secondary Manufacture)	-----		
4. Structural Steel	-----		

CLAUSE 10 (CC)

Whether Clause 10 (CC) shall be applicable Not Applicable

CLAUSE 11

Specification to be followed for CPWD Specification 2019 Vol. I to II with execution of work up to date correction slips for Civil work.

CLAUSE 12

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for all items other than foundation items as mentioned in clause 12.5 100%

12.5 Deviation limit beyond which Clause 12.2 & 12.3 shall apply For foundation work 100%

CLAUSE 16 Competent Authority for deciding reduced rates. Registrar, CURAJ

CLAUSE 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site. As per requirement

CLAUSE 25

<b>Constitution of Dispute Redressal Committee (DRC)</b>	<b>Competent Authority to appoint DRC</b>
DRC shall constitute one Chairman and two members	Vice Chancellor Central University of Rajasthan

CLAUSE 42

- |   |                                    |
|---|------------------------------------|
| (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates | <i>DSR 2022 or latest</i>          |
| (ii) Variations permissible on theoretical quantities   |                                    |
| (a) Cement for works estimated cost put to tender not more than Rs. 5 Lakhs   | 3 % plus/minus                     |
| For works with estimated cost put to tender more than Rs. 5 Lakhs   | 2 % plus/minus                     |
| (b) Bitumen for all works   | 2.5% plus only & nil on minus side |
| (c) Steel reinforcement and structural steel section for each diameter, section and category                                | 2% plus/minus                      |
| (d) All other materials   | Nil                                |

**RECOVERY RATES FOR QUANTITY BEYOND PERMISSIBLE VARIATION**

S.No.	Description of item	Rate in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	Nil	Not Allowed
2.	Steel reinforcement TMT-500 (Primary Manufacture)	Nil	Not Allowed
3.	Steel reinforcement TMT-500 (Secondary Manufacture)	Nil	Not Allowed
4.	Structure Steel	Nil	Not Allowed

## FORM OF AGREEMENT

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

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

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

### **Rate Contract for Refilling & Maintenance of Fire Extinguisher at Central University of Rajasthan.**

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

WHEREAS the University is desirous that certain works should be executed viz. Rate Contract for Refilling & Maintenance of Fire Extinguisher at Central University of Rajasthan and has by Letter of Acceptance .....dated .....accepted the quotation/offer submitted by the contractor for the execution, maintenance and completion of such works at a total contract price of Rs..... (Rupees ..... only).

Now THIS AGREEMENT WITNESSETH as follows:

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

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in the order set out above.

3. In consideration of the payment to be made by the University to the contractor as hereinafter mentioned, the contractor hereby covenants with the University to execute, complete and maintain the works in conformity in all respects within the provisions of the contract.
4. The University thereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works at contract price at the time and in the manner prescribed by the contract.

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



Signed, Sealed And Delivered By

*For and on behalf of*

By:

Name

Designation

In the presence of

WITNESS

1.

2.

Signed, Sealed And Delivered By

*For and on behalf of*

Central University of Rajasthan  
Bandarsindri, Kishangarh  
Ajmer, Rajasthan

By:

In the presence of

WITNESS

1.

2.

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

**INTEGRITY PACT**

This Integrity Agreement is made at ..... on this .....day of .....20.....

**BETWEEN**

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

**AND**

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

Through .....

(Details of duly authorized signatory)

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

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....)  
(hereinafter referred to as “Tender/Bid”) and intends toward, under laid down organizational procedure, contract for - .....

Here in after referred to the “Contract”.

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

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

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

**Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

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

**Article 2: Commitment of the Tenderer(s)/Contractor(s)**

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

### **Article 3: Consequences of Breach**

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

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

### **Article 4: Previous Transgression**

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

### **Article 5: Equal Treatment of all Tenderers/Contractors/SubContractors**

- 1) The Tenderer(s)/Contractor(s) undertake(s) to demand from all subContractors a commitment in conformity with this Integrity Pact. The Tenderer/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-Contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Tenderers and Contractors.
- 3) The Principal/Owner will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Owner and the tenderer, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

### **Article 6- Duration of the Pact**

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

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

**Article 7- Other Provisions**

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

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

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

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

WITNESSES:

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

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

Place:

Dated :

## SCOPE OF WORK & CONDITIONS OF CONTRACT

### 1. Refilling and Replacement of Spares Parts:

- a) The vendor shall depute authorized technical personnel to take delivery/collection of fire extinguishers from various buildings of CURAJ for re-filling etc and for delivering the re-filled/repaired fire extinguishers at each buildings of CURAJ.
- b) Refilling work shall be carried out in consultation with the Engineer-in-charge at CURAJ.
- c) The Fire Extinguisher should be examined internally for any damage & corrosion before refilling.
- d) All Fire Extinguishers must be discharged/emptied at CURAJ before refilling of fire extinguishers
- e) Checking of nozzles, port hole, vent hole, cap assembly, siphon tube, safety pin/clip, discharge pipe etc.
- f) After refilling, paste inspection card duly signed on the body of fire extinguishers indicating the serial number, date of re-filling, next date of re-filling, due date for hydraulic testing etc.
- g) Ensure that all joints are fully tightened and nozzle, vent hole etc are free of dust/dirt.
- h) Operating instructions of fire extinguishers are clearly legible, and facing outward and in good visible condition.
- i) The vendor shall repair and refill the fire extinguisher free of cost within warranty period of re-fill, if weight loss is noticed in the fire extinguishers which have been refilled.
- j) **The Refilling & Maintenance work of fire-extinguishers should be done as per BIS norms specifications (IS 2190:2010 with latest amendments)** and carried out as per department requirement and/or due date of refilling of Fire Extinguisher and/or as per direction of Engineer-In-Charge.

### 2. Delivery, Completion & Schedule of Refilling & Maintenance :-

- a) Each lot of fire extinguishers collected from CURAJ for refilling should be reinstalled duly refilled within 30 days from the date of issue of work order, failing which penalty of 0.5% of the total refilling cost of said lot will be charged for each week of delay, subject to maximum of 10% of total cost of refilling of said lot and consequential action as per 2(d) shall be taken.
  - b) While giving delivery of re-filled fire extinguishers, the vendor shall ensure that a Sticker is pasted on each fire extinguisher with details like 'Re-filled on', 'Due date of next re-filling', 'Hydro-testing done' (as applicable). The type of fire extinguisher, details etc should be clearly visible on the fire extinguishers after their refilling is done and delivered to the University.
  - c) **Warranty/ Schedule for Refiling/ Test :** The re-filling of fire extinguishers shall have a warranty for period mentioned in IS 2190:2010 (with latest amendment) from the date of refilling (**annexure enclosed**). The vendor shall provide for re-filling of fire extinguisher(s) free of cost, if weight loss is noticed within the warranty period. The vendor will have to take the fire extinguisher(s) for re-filling within 7 days of intimation and re-install the re-filled fire extinguisher(s) within 15 days, failing which penalty of 0.5% of the total refilling cost for each week of delay subject to maximum of 10% will be recovered from the Security Deposit or Performance Guarantee or from the bill.
  - d) **Penalty for failure to deliver re-filled fire extinguishers:** Having regard to 2(a) to (c) above, in case, for any reason whatsoever, the vendor does not intimate CURaj for delay or fails to deliver the fire extinguishers(s) to CURAJ within 45 days from the date of issue of work order then CURAJ shall utilize the Security Deposit/ PG of the vendor to purchase new fire extinguisher.
3. Random testing of the quality of MAP powder at the time of refilling may be carried out by Engineer-In-Charge at CURAJ.
  4. The testing should be carried out with procedure prescribed as per specification of Indian Standard. One or two fire extinguishers of each category should be tested to ensure satisfactory compliance. Cost of testing will be borne by the Vendor.

5. The vendor will carry out the re-filling of existing fire extinguishers which shall include:-
  - A. Repair of Fire Extinguishers and Replacement of defective spare parts like nozzle, safety clip, horn water, rings, washer, plunger, Metal Cap, Gas Cartridge, Pressure gauge/horn, Discharge Pipe, Control/Brass/SS value or any other item etc required at the time of re-filling. Charges for the same are to be included in Refilling Part of financial bid. No extra charges shall be payable in this regard.
  - B. Hydraulic Testing certificate (as per schedule) of fire extinguishers will be submitted along with bill and no extra charges shall be payable for the certificates as charges for the same are to be included in the Financial Bid .

6. The details of fire extinguishers at CURAJ are as under:- (indicative but not limited to)

S.No.	Item	Qty.
1	Portable Water Fire Extinguisher (Gas Cartridge type), Capacity - 9 Litre	240
2	Portable Co2 Fire Extinguisher, Capacity 4.5 Litre	153
3	ABC” Stored pressure type Dry Chemical Powder (Mono – Ammonium Phosphate) Fire Extinguisher, Capacity- 5 Kg	121
4	ABC” Stored pressure type Dry Chemical Powder (Mono – Ammonium Phosphate) Fire Extinguisher, Capacity- 6 Kg	270
5	Portable Mech. Foam Type Fire Extinguisher, Capacity - 50 litre	04

6. The actual quantity of fire-extinguishers that need re-filling may vary from the quantity projected above and payment will be made according to the actual number of fire-extinguishers that are actually re-filled.
7. The vendor has to engage personal for removing of fire extinguisher for refilling and after refilling, fixing of refilled cylinders at specified locations of fire extinguishers at CURAJ, as per directions of Engineer-In-Charge.
8. All fire extinguishers must be discharged/ emptied before refilling of fire extinguishers. The demonstration of fire extinguishers will be given to Security staff/ staff members/ students /faculty/ Non faculty staff and any other willing for the same.
9. Replacement of old gas cartridge and extinguishing media of the fire extinguisher. All fire extinguishers and refills and spare parts must confirm to performance and construction specifications as laid down in IS 15683:2006 or relevant, as amended from time to time by BIS.
10. Proper cleaning of interior and exterior of fire extinguisher, polish the painted portion with wax polish, the brass/gun metal parts with metal polish, chromium plated parts with silver polish and plastic components to be thoroughly washed with soap solution and sun dried.
11. Record of maintenance, inspection and testing of all fire extinguishers shall be created building wise as per format in Annexure ‘G’ of IS 2190:2010 and handed over to CURAJ.
12. Checking, fixing & replacement (if required) if required of nozzles, port hole, vent hole, cap assembly, syphon tube, safety pin/clip, discharge pipe etc. without any extra charge. Checking, fixing & replacement (if required) of wall bracket/ fire stand of fire extinguishers, without any extra charge.

13. Checking coloring of fire extinguisher, if required then take a prior approval for same by Engineer-In-Charge.
14. Operating instructions of fire extinguishers are legible and facing outward and in good visible condition.
15. Checking of pressure gauge reading or indicator, it should be in operating range only.
16. Hydraulic Pressure Test, wherever due should be carried out in conformity with the procedure and periodic laid down in BIS 2190:2010. If fire extinguishers are fails in Hydraulic testing then its report should be submitted to Engineer-In-Charge.

**Specifications /Term & conditions:**

1. The Contractor/Vendor shall be responsible for any injury to their workmen during performing the servicing/refilling/maintenance work etc
2. The vendor/contractor will follow BIS 2190:2010 for refilling and maintenance of fire extinguishers. The hydraulic testing of extinguishers will be done as per IS 2190:2010. The vendor may carry fire extinguisher to his own workshop for the same purpose only after obtaining Gate Pass from CURAJ Security Officials. The log sheet/details of hydraulic testing will be maintained by the vendor and shared with Engineer-In-Charge also.
3. The rates quoted in financial bid must be inclusive of all types of charges and taxes i.e. Transportation, Technicians, Fee, TA / DA, GST, etc.
4. Whenever fire extinguishers empty or its weight less than 20% from total weight whatsoever the reason, extinguishers will be refilled immediately.
5. In case of any dispute regarding scope of work, decision of CURAJ Administration would be final.

**ANNEX D**

*(Clauses 11.14.1 and 12.3)*

**REFILLING SCHEDULE FOR FIRE EXTINGUISHERS AND  
SCHEDULE FOR OPERATIONAL TEST ON FIRE EXTINGUISHERS**

**D-1 EXTINGUISHERS TO BE REFILLED/OPERATED FOR  
PERFORMANCE TEST IN ANNUALLY CYCLIC MANNER**

**D-1.1 Once in Three Years**

- a) Portable fire extinguisher, water type 9 litre (gas cartridge).
- b) Portable fire extinguisher, mechanical foam type 9 litre (cartridge type).
- c) Wheeled fire extinguisher, water type 50 litre (gas cartridge).
- d) Wheeled fire extinguisher, mechanical foam type 50 litre (cartridge type).
- e) BC and ABC powder extinguisher conforming to IS 4308 and IS 14609 respectively.

**D-1.2 Once in Five Years**

- a) Portable fire extinguisher, water type stored pressure.
- b) Portable fire extinguisher, mechanical foam type stored pressure.
- c) 135 litre fire engine, foam type.
- d) Fire extinguisher, carbon dioxide type (portable and trolley mounted).
- e) Higher capacity dry powder fire extinguisher (trolley mounted).
- f) Dry powder fire extinguisher for metal fires.
- g) Clean agent fire extinguishers.



**AMENDMENT NO. 2 MARCH 2017  
TO  
IS 2190 : 2010 SELECTION, INSTALLATION AND MAINTENANCE OF  
FIRST-AID FIRE EXTINGUISHERS — CODE OF PRACTICE**

*(Fourth Revision)*

(Page 19, Annex F) — Insert the following new annex at the end:

**ANNEX G  
(Clauses 13 and 14)**

**REGISTER OF FIRE EXTINGUISHER**

**G-1** Record of fire extinguishers installed in a premise, its inspection, maintenance and operational history shall be maintained as per the format given below:

<i>Sl No.</i>	<i>Type</i>	<i>Capacity</i>	<i>Year of Manufacture</i>	<i>Make</i>	<i>Location</i>	<i>Quarterly Inspection Dates</i>	<i>Annual Inspection Dates</i>	<i>Pressure Tested on</i>	<i>Date of Discharge</i>	<i>Refilled on</i>	<i>Due for Refilling</i>	<i>Remarks</i>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
i)	-	-	-	-	-	-	-	-	-	-	-	-
ii)	-	-	-	-	-	-	-	-	-	-	-	-
iii)	-	-	-	-	-	-	-	-	-	-	-	-
iv)	-	-	-	-	-	-	-	-	-	-	-	-
v)	-	-	-	-	-	-	-	-	-	-	-	-
vi)	-	-	-	-	-	-	-	-	-	-	-	-

**NOTES**

- 1** In remarks column fill details of date of operation as per annual maintenance date, date of rejection and disposal with details of observations and date of calibration of safety valves and pressure gauges in case of high capacity extinguishers.
- 2** Each extinguisher should be allotted one full page and the particulars of a permanent nature like Sl No., Type, Capacity, Year of Manufacture, Make and Location can be transferred to the top portion of the register.
- 3** The maintenance of the fire extinguishers shall be done by the manufacturer or their authorized agent or qualified fire professionals.

## ANNEX E

[Clauses 12.2.1 and 12.2.2 (g)]

### SCHEDULE FOR HYDRAULIC PRESSURE TESTING OF FIRE EXTINGUISHERS

**E-1** Every extinguisher installed in premises shall be hydraulically pressure tested as per the schedule given below. There shall not be any leakage or visible distortion. Extinguisher which fails in this requirement shall be replaced.

**E-2** The carbon dioxide type and clean agent type fire extinguishers shall be pressure tested every time when the cylinders are sent for recharging ( after periodic discharge test or otherwise ) to the pressure specified in the relevant Indian Standard specifications.

<i>Sl No.</i>	<i>Type of Extinguisher</i>	<i>Test Interval Year</i>	<i>Test Pressure kg/cm<sup>2</sup></i>	<i>Pressure Maintained for min</i>
i)	Water type (gas cartridge) (IS 940)	3	35	2.5
ii)	Water type (stored pressure) (IS 6234)	3	35	2.5
iii)	Water type (gas cartridge) (IS 13385)	3	35	2.5
iv)	Mechanical foam type (gas cartridge) (IS 10204)	3	35	2.5
v)	Mechanical foam type (stored pressure) (IS 15397)	3	35	2.5
vi)	Mechanical foam type (gas cartridge) (IS 13386)	3	35	2.5
vii)	Mechanical foam type (gas cartridge) 135 litre (IS 14951)	3	35	2.5

#### IS 2190 : 2010

<i>Sl No.</i>	<i>Type of Extinguisher</i>	<i>Test Interval Year</i>	<i>Test Pressure kg/cm<sup>2</sup></i>	<i>Pressure Maintained for min</i>
viii)	Dry powder ( stored pressure ) ( IS 13849)	3	35	2.5
ix)	Carbon dioxide IS 2878	5	250	2.5
x)	Clean agent (IS 15683)	3	35	2.5
xi)	Dry powder (gas cartridge) ( IS 2171, IS 10658 and IS 11833)	3	35	2.5

NOTE — Extinguisher's should be hydraulically tested with cap.

#### IS 2190 : 2010

<i>Sl No.</i>	<i>Type of Extinguisher</i>	<i>Test Interval Year</i>	<i>Test Pressure kg/cm<sup>2</sup></i>	<i>Pressure Maintained for min</i>
viii)	Dry powder ( stored pressure ) ( IS 13849)	3	35	2.5
ix)	Carbon dioxide IS 2878	5	250	2.5
x)	Clean agent (IS 15683)	3	35	2.5
xi)	Dry powder (gas cartridge) ( IS 2171, IS 10658 and IS 11833)	3	35	2.5

NOTE — Extinguisher's should be hydraulically tested with cap.

**SPECIAL CONDITIONS AND QUALIFICATION FOR SUB CONTRACTOR/SPECIALIZED AGENCY TO CARRY OUT SPECIALIZED WORKS**

**1. Association of Other Agency(s) for execution of specialized works (as per List-II (B) of Annexure -6 of CPWD works Manual - SOP) by the Composite Category/ main contractor –**

The contractor shall associate specialized agencies which fulfills eligibility criteria as per CPWD Works Manual 2019 SOP No. 4/7 and amended upto last date of submission of tender. List of works/ items to be executed through Specialized agency under this contract is as :-

(a)	Specialized Work(s) / item of work(s)	As per BOQ / Financial Bid
(b)	<p><b>The Composite contractor associates other agency(s) for execution of each of the work(s) under List IIA and List II B of Annexure 6 forming part of the tender, which fulfills the following eligibility criteria :</b></p> <p><b>Fire Fighting System (including wet riser and sprinkler system, portable fire extinguishers)</b></p>	<p>The specialized firms satisfies the following eligibility criteria:</p> <p>Experience of having successfully completed works during last seven years ending on previous day of last day of submission of tender</p> <ul style="list-style-type: none"> <li>• Three similar works each of value not less than 40% of the estimated cost put to tender.</li> </ul> <p align="center">OR</p> <ul style="list-style-type: none"> <li>• Two similar works each of value not less than 60% of the estimated cost put to tender.</li> </ul> <p align="center">OR</p> <ul style="list-style-type: none"> <li>• One similar work of value not less than 80% of the estimated cost put to tender.</li> </ul> <p><i>(Documentary evidence to substantiate above fact must be submitted by Main Contractor along with MoU)</i></p>

1. The main contractor has to associate agencies for specialized component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).
2. In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s). The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
3. The main contractor has to enter into MoU with agency(s) associated by him. Copy of such MoU shall be submitted to Engineer-in-charge. In case of change of associate contractor, the main agency(s) has to enter into MoU/agreement with the new contractor associated by him.
4. The Composite Contractor and the associated specialized agencies is give required affidavit to confirm their association. The main contractor will submit MOU signed with eligible and approved specialized agency. The MOU in the enclosed format (Annexure-IX) shall be signed by both the parties' i.e. main contractor as 1st party and associated electrical contractor as 2nd party.

1. The proposed sub-contractor/ specialized agency should submit a copy of an affidavit on non-judicial stamp paper of Rs. 100/- as under, the same shall be counter signed by main contractor.  
***“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 CURAJ, then I/We shall be debarred for working in CURAJ contracts in future forever. It is also certified that the specialized agency \_\_\_\_\_ is not blacklisted from any Government organization”.***
2. In the event of the concerned associated specialized agency is not performing satisfactorily or failure of associate/ sub-contractor to complete the specialized work, the main contractor on the direction of the department in writing, shall remove the Associate/subcontractor deployed on the work and shall submit name of new associate subcontractor who fulfill the conditions mentioned in NIT to execute the leftover work without any loss of time. Such associates shall also enter into tripartite Agreement/Contract along with the main contractor and the University and shall meet the guarantee for the equipment’s already supplied for which payment has been released by the CURAJ in part. If any equipment supplied for the work, during the currency of the earlier Associate/sub-contractor and paid partly by the CURAJ, becomes redundant /not in a position to be installed and commissioned and put to beneficial use due to change in agency for execution of specialized work, the main contractor shall be liable for replacement of the equipment(s) at no cost to the University.
3. The main contractor shall be responsible and liable for proper and complete execution of the specialized work and ensure coordination and completion of both electrical and related civil works.
4. The University shall not be liable to payment of the associated specialized agency in whatsoever case and it will be the responsibility of Main Contractor only. The University shall not entertain any dispute regarding the same between Main Contractor & associated specialized agency.

**ANNEXURE – I**  
**(to be submitted with Technical Bid)**

**Details of works of similar type executed by the bidder**

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

Signature of Bidder(s) with Seal

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

**ANNEXURE – II**  
**(to be submitted with Technical Bid)**

**FINANCIAL INFORMATION**

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

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

Signature of Bidder(s) with Seal

Signature of Chartered Accountant with Seal

**ANNEXURE – III**  
**(to be submitted with Technical Bid)**

**LIST OF WORKS WHICH ARE IN HAND (PROGRESS)**

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

**Seal & Signature of Bidder**

**ANNEXURE – IV**  
**(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 :



**FORM OF PERFORMANCE SECURITY (GUARANTEE)  
BANK GUARANTEE BOND**

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

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

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

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

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

5) We ..... further agree with the Government that(indicate the name of the Bank) the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the

Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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