

# NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Tender Enquiry Number: NLIU/AMC-Watercooler/June-06

Dated: 26/6/2024

## E-TENDER NOTICE ON MP-TENDER FOR

**Name of the work:** Comprehensive Annual Maintenance Contract (CAMC)  
of 57 Nos. RO+UV Water Cooler Cum Purifier installed at various locations.

AT

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL



NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Kerwa Dam Road, Bhopal-462044 Email: [nliu@nliu.ac.in](mailto:nliu@nliu.ac.in)

Contact us: +91-755-2696965/970 Fax: 2696724

# NATIONAL LAW INSTITUTE UNIVERSITY

Kerwa Dam Road, Bhopal - 462044

TENDER NOTICE- NLIU/AMC-Watercooler/June-06

**Estimated cost of work - Rs. 8,00,000/-.**

Online tenders are being invited by the National Law Institute University for the following work as per tender specifications and bids have to be submitted online on Portal <https://mptenders.gov.in> as per the key dates in the notice published on the above website from eligible firms/contractors of repute, registered in any Central/State Govt. department PWDs:

Sr. No	Tender Number	Name of the Work	Tender Cost including GST @18%. (In Rupees)	E.M.D (In Rupees)	Date of downloading the Tender documents and Date of submission of tender documents	Due date of opening of tender document.
1	NLIU/AMC-Watercooler/ June-06	Comprehensive Annual Maintenance Contract (CAMC) of 57 Nos. RO+UV Water Cooler Cum Purifier installed at various locations at NLIU, Bhopal.	1,180/-	40,000/-	27.06.2024 to 10.07.2024	11.07.2024

**NOTE: -**

- (1) Other details can be seen in the complete tender documents which shall be made available on e-portal <https://mptenders.gov.in> and [www.nliu.ac.in/tenders](http://www.nliu.ac.in/tenders) and can be downloaded from the portal.
- (2) The bid data should be filled online and the documents which are to be uploaded by the bidders should be submitted online within time schedule (Key Dates).
- (3) The relevant portion of tender which tenderer have to fill online would be available on above website as per date mentioned in the tender document. The university reserves the right to reject any or all the tender or accept any tender in full or part as considered advantageous to the university, whether it is lowest or not, without assigning any reason whatsoever it may be.
- (4) Since the online bidders are required to sign their bids online using class III Digital Certificate only, hence they are advised to obtain the same at the earliest.
- (5) The bidders are required to invariably upload the documentary evidence of submission of **EMD/TENDER COST in Envelope- A** and in **Envelope – B (Technical Bid)** & if they are technically qualified then the **Envelope - C (Financial Bid)** shall be opened.
- (6) No offer will be accepted without valid Earnest Money Deposit. If on opening of tender, it is revealed that EMD amount is inadequate/ any other discrepancy is noticed, the offer shall be rejected.
- (7) The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the website: <https://mptenders.gov.in> & also on university website <http://www.nliu.ac.in/tenders> and will not be published in newspapers. Hence, participant bidders are advised to regularly visit the websites for latest information in this regard.



- (8) No physical submission of Bid is required. The date of opening of Technical Bid shall be the date of opening of tender for all the purpose.
- (9) A pre bid meeting will be held on 01.07.2024 at 11:00 Hours in the Conference Room, Samadhan Bhawan at National Law Institute University, Kerwa Dam Road, Bhopal-462003
- (10) The Tender document will be available on the portal on or before from 27.06.2024 to 10.07.2024 upto 15:00 Hours. The interested bidders are advised to regularly visit the portal for purpose.
- (11) If any of the above happen to be a holiday, the next working day will be the due date.



## SCHEDULE OF IMPORTANT EVENTS/ ACTIVITIES

Sl. No.	Description	Details
1	NIT NO.	NLIU/AMC-Watercooler/June-06
2	Name of work & Location	Comprehensive Annual Maintenance Contract (CAMC) of 57 Nos. RO+UV Water Cooler Cum Purifier installed at various locations at NLIU, Bhopal.
3	Estimated cost put to tender	Rs.8,00,000/- inclusive GST @18%.
4	Earnest Money @ 05% of the estimated cost (EMD shall be refunded after the selection process is over for the unsuccessful bidder)	Rs. 40,000/-
5	Tender Processing fee plus GST @ 18%	Rs. 1,180/-
6	Performance Guarantee	5% of tendered value on acceptance of bid.
7	Period of Completion	365 Days (01 year).
8	Date of Pre bid meeting	01.07.2024
9	Last date & time of online submission of bid.	10.07.2024 , up to 15:00 Hours.
10	Date & time of online opening of documents (Technical bid)	11.07.2024 at 15:00 Hours.
11	Bid Validity	90 Days
12	Mode of submission of tender	Online mode only
13	Help Desk	(0755) 2840-226 Mr. Piyush K Tripathi Assistant Engineer



## GUIDELINES FOR ONLINE BID SUBMISSION

1. It is mandatory for all the applicants to have class II or III digital signature certification from licensed certifying agency.
2. Detailed NIT can be viewed free of cost on NLIU, Bhopal website under the URL <http://www.nliu.ac.in/tenders> Schedule of quantities (Financial bid form) can be downloaded only from <https://mptenders.gov.in> . Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.
3. The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.
4. The applicant has to upload the details of e-payment of processing fee & EMD before the last date & time and download the tender documents form the <https://mptenders.gov.in>.
5. Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. NLIU Bhopal will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.
6. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.
7. Information and Instructions for bidders posted on website shall form part of bid document.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of JPG format and PDF format.
10. The price bid format is provided in a spread sheet file like BoQ price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
11. Contractor 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) although the item have to be executed as per scope of contract.
12. The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
13. Completed Tenders containing technical bid and price bid will be received ONLINE only on MP Tender Portal website [www.mptenders.gov.in](http://www.mptenders.gov.in) at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.



14. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
15. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

#### OTHER INFORMATION TERMS AND CONDITIONS.

1. The bid submitted shall become invalid:
  - If the bidder is found ineligible.
  - If any of the bidder put his quoted rates (as in financial bid document) in the envelope of Cover-I: Technical Bid.
2. IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in NLIU BHIOPAL.
3. The competent authority on behalf of the Vice Chancellor NLIU Bhopal does not bind itself to accept the lowest or any other bid 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 bidders shall be summarily rejected.
4. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
5. The competent authority on behalf of the Vice Chancellor NLIU Bhopal reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
6. **Taxes:**
  - i. The Contractor should get registered under GST and tax as applicable as per the extant order on the subject work shall be paid by the contractor to concerned department. Which will be reimbursed by the Institute as per the recommendation of Finance & Accounts department of the university & the same will be final & binding to the contractor.
  - ii. Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
  - iii. Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.
7. Tender documents may be downloaded from NLIU Bhopal website/ MP Tender e Publishing portal free of cost.
8. In the event of acceptance of a tender or as per the decision of the competent authority of NLIU, Bhopal, the documents submitted by the bidder/ successful bidder shall be verified with the originals before the award of work.
9. The tenderer should not have been blacklisted or debarred by any Central/ State/ Autonomous/ Public Agency during last three financial years. In case blacklisted/ debarred bidder fills/ submits the bid/



being successful in bidding process awarded the job or during the execution of job the fact of being blacklisted/ debarred surfaced then the

- Bid (during the bidding process) will be considered as invalid &
  - During the execution, if surfaced, then the contract will be liable to be terminated.
10. Vendors, whose past performance in jobs carried out in NLIU, Bhopal, is found to be not satisfactory, will be disqualified technically even though they may meet the other technical/eligibility criteria".
  11. The party whose tender has been accepted has to execute an agreement on non-judicial stamp paper immediately after work order is issued.
  12. The bidder should in his own interest visit the site and familiarize himself with the site conditions before tendering.
  13. The NLIU, Bhopal reserves the right to reject any or all the price bids and call for fresh prices/ tenders as the case may be without assigning any reason.
  14. **Performance Guarantee:** The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within Fifteen days of issue of work order. EMD may be converted to PBG.
  - Refund of performance guarantee:** The performance guarantee shall be refunded to the contractor after the completion of the work/service and recording of the completion certificate as above.
  15. **COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:** 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 these specifications.
  16. **INDEMNITY:** The successful tenderer/bidder shall at all times indemnify the NLIU Bhopal, consequent on this works/services contract. The successful tenderer/bidder shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the NLIU Bhopal shall not be responsible for any accident or damage incurred or claims arising there from during the contract period under the supervision of the successful tenderer/bidder in so far as the latter is responsible.

#### **BIDDER QUALIFICATION CRITERIA**

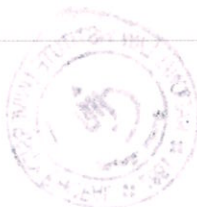
Contractors who fulfil the following requirements shall ONLY be qualified for financial bid opening:

**Work Experience:** Experience of having successfully completed works during the last five years ending previous day of last date of submission of tenders.

One similar completed work in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organisations, costing not less than the amount equal to 80% i.e. Rs. 6,40,000/- of the estimated cost put to tender.

OR

Two similar completed works in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organisations each costing not less than the amount equal to 50% i.e. Rs. 4,00,000/- of the estimated cost put to tender.



OR

Three similar completed works in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organisations each costing not less than the amount equal to 40% i.e. Rs. 3,20,000/- of estimated cost put to tender.

**Note: - i. Similar work means: “Comprehensive Annual Maintenance Contract (CAMC) of water cooler & purifiers.**

**ii. The completion certificate issued from clients should indicate the date of commencement, period of completion, awarded cost & cost at completion, quality of work done, etc. Only work order issued will not be considered.**

2. **Solvency Certificate:** Current solvency certificate of the amount equal to 40% of the Estimated Cost put to tender (original certificate to be uploaded).

3. **Turnover:** Average annual financial turnover should be at least 50% i.e. Rs. 4,00,000 /- (Rupees Four Lakh Only) of the estimated cost put to tender during last three consecutive financial years (scanned copy of original certificate from CA having UDIN Number to be uploaded).

4. **Certificates:** (Bidders are required to submit relevant verifiable and self-attested documents)

- i. Copy of Certification of Incorporation/ Registration of firm
- ii. IT returns for last 3 years
- iii. PAN (Permanent Account Number)
- iv. GST (Goods & CAMC Service Tax) Registration Certificate
- v. OEM Authorization certificate.

The Bidder must submit stipulated documentary evidence in support of their claim for fulfilling the criteria of the Bids. The Bids without documentary evidence will be out rightly rejected.

**Important Note:**

- i. Joint Ventures are not allowed.**

#### **LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED**

While submitting bid, the Scanned copies of the following documents are to be uploaded:

**For Technical Bid Cover-1:**

- I. NIT Document duly sign & sealed.
- II. Experience of having successfully completed works during the last five years ending previous day of last date of submission of tenders.
- III. Latest bank solvency certificate issued in last one month.
- IV. Copy of CA certificate having UDIN number for annual financial turnover to be uploaded.
- V. Profit/Loss Certificate certified by the Chartered Accountant.
- VI. Certification of Incorporation/ Registration of firm
- VII PAN (Permanent Account Number)
- VIII. GST (Goods and Services Tax) Registration Certificate
- IX. E-payment details towards EMD.





X. IT Returns for the last three years.

XI. Tenderer must have a local functional service centre in case of carry-in better services

***For Financial Cover***

Schedule of Price Bid in the form of .xls



## DETAILS OF WATER COOLER INSTALLED AT VARIOUS BUILDING IN THE CAMPUS

S No.	Place of Installation	Location of Machine	Type of Machine
1	Dispensary	Ground Floor	Aquaguard 80SS RO+UV
2	Convention Centre	First Floor right hand side	Aquaguard 80SS RO+UV
3	Guest House	Ground Floor	Aquaguard 80SS RO+UV
4	Administrative Block	Ground Floor	Aquaguard 80SS RO+UV
5	Sports Complex	Ground Floor	Aquaguard 80SS RO+UV
6	Library	Ground Floor	Aquaguard 120 Thermapure RO
7	Library	First Floor	Aquagurd Hot & Cold
8	Library	Second Floor	Aquagurd Hot & Cold
9	Library	Third Floor	Aquagurd Hot & Cold
10	Cyber Law	Ground Floor	Aquaguard 120PSS RO+UV
11	Teaching Block	Ground Floor left hand side	Aquaguard 120PSS RO+UV
12	Teaching Block	Ground Floor right hand side	Aquaguard 120PSS RO+UV
13	Teaching Block	First Floor left hand side	Aquaguard 120PSS RO+UV
14	Teaching Block	First Floor right hand side	Aquaguard 120PSS RO+UV
15	Academic Block-II	Ground Floor	Reviva RO + Water Cooler
16	Academic Block-II	First Floor	Reviva RO + Water Cooler
17	Old Boys Hostel	A Block Ground Floor	Aquaguard 120 Thermapure RO
18	Old Boys Hostel	A Block Ground Floor	Aquaguard 120 Thermapure RO
19	Old Boys Hostel	A Block First Floor	Aquaguard 120 Thermapure RO
20	Old Boys Hostel	A Block First Floor	Aquaguard 120PSS RO+UV
21	Old Boys Hostel	A Block Second Floor	Reviva RO + Water Cooler
22	Old Boys Hostel	B Block Second Floor	Reviva RO + Water Cooler
23	Old Boys Hostel	B Block First Floor	Aquaguard 120PSS RO+UV
24	Old Boys Hostel	B Block Ground Floor	Aquaguard 120PSS RO+UV
25	Old Boys Hostel	B Block Ground Floor	Aquaguard 120 Thermapure RO
26	Old Boys Hostel	Mess/ Canteen	Reviva RO + Water Cooler
27	New Boys Hostel	A Block Ground Floor	Aquaguard 80SS RO+UV
28	New Boys Hostel	A Block First Floor	Aquaguard 80SS RO+UV
29	New Boys Hostel	A Block Second Floor	Aquaguard 80SS RO+UV
30	New Boys Hostel	B Block Ground Floor	Aquaguard 80SS RO+UV
31	New Boys Hostel	B Block First Floor	Aquaguard 80SS RO+UV
32	New Boys Hostel	B Block Second Floor	Reviva RO + Water Cooler
33	Old Girls Hostel	A Block Ground Floor	Aquaguard 80SS RO+UV
34	Old Girls Hostel	A Block Ground Floor	Aquaguard 80SS RO+UV
35	Old Girls Hostel	A Block First Floor	Aquaguard 120PSS RO+UV
36	Old Girls Hostel	A Block Second Floor	Aquaguard 120PSS RO+UV
37	Old Girls Hostel	B Block Ground Floor	Aquaguard 80SS RO+UV
38	Old Girls Hostel	B Block First Floor	Aquaguard 80SS RO+UV
39	Old Girls Hostel	B Block Second Floor	Aquaguard 80SS RO+UV
40	Old Girls Hostel	B Block Second Floor	Aquaguard 80SS RO+UV
41	Old Girls Hostel	Dining Area	Aquaguard 80SS RO+UV
42	Old Girls Hostel	Kitchen Room Ground Floor	Reviva RO + Water Cooler



43	New Girls Hostel	Dining Hall Ground Floor	Reviva RO + Water Cooler
44	New Girls Hostel	A Block Ground Floor	Aquaguard 120 Thermapure RO
45	New Girls Hostel	A Block First Floor	Aquaguard 120 Thermapure RO
46	New Girls Hostel	A Block First Floor	Aquaguard 120 Thermapure RO
47	New Girls Hostel	B Block Ground Floor	Aquaguard 120 Thermapure RO
48	New Girls Hostel	B Block Ground Floor	Aquaguard 120 Thermapure RO
49	New Girls Hostel	B Block First Floor	Aquaguard 120 Thermapure RO
50	New Girls Hostel	B Block First Floor	Aquaguard 120 Thermapure RO
51	New Girls Hostel	C Block Ground Floor	Aquaguard 120 Thermapure RO
52	New Girls Hostel	C Block First Floor	Aquaguard 120 Thermapure RO
53	New Girls Hostel	C Block First Floor	Aquaguard 120 Thermapure RO
54	Trilanga Hostel	Mess/ Canteen	Aquaguard 120 Thermapure RO
55	Director Bungalow	Ground Floor	Genius
56	Warden Residence	Ground Floor	Kent
57	Legal Aid Building	First Floor	Aquagurd Hot & Cold



## SCOPE OF WORKS AND TERMS & CONDITIONS

### A. Scope of Work for maintenance:

The contract shall include the following:

- a. The agency will have to depute a trained service technician at NLIUB without any additional cost during the CAMC period, who will be available on call for all working days to resolve the fault and he may be called on holiday if required, mobile phone & telephone nos. of technician to be intimated by the firm for reporting the faults.
- b. The agency will have to ensure four (Once in a quarter) free periodical services for machine of water cooler & purifiers under 12 months CAMC (pro-rata basis for the rest same is included in the rates & amount mentioned in financial bid).
- c. Water Coolers - The agency will have to provide free mandatory replacement items like carbon block (57 nos for changing once in a year), filter candle (122 nos. for changing twice in a year) & membrane set (1 nos) for which no extra payment will be made, all the filters & membrane will be replaced as per approved sample/make before procurement. The replaced parts should be of Eureka Forbes.
- d. The agency will have to ensure free replacement of defective assemblies as & when required such as motors, dosing pumps, PCB, U.V. Lamp, Compressor, cooling tank, control panel & all electrical parts are covered under the CAMC and for which no extra payment will be made.
- e. The agency will have to ensure free maintenance of body of water cooler, free supply & installation of water tap of water cooler.
- f. For every maintenance visit, the agency must maintain a log book which should be displayed on all R.O machines.
- g. **The payment will be made quarterly on receipt of the agency's bills and supporting documents (i.e. Maintenance report) after satisfactory and successful completion.**
- h. Unscheduled, on-demand corrective/remedial maintenance shall include part replacement wherever necessary and applicable. Replaced parts with approval of client.
- i. Breakdown maintenance call has to be attended on the days of its reporting.
- j. The successful bidder shall ensure safe, efficient and reliable maintenance of water cooler.
- k. The successful bidder shall carry out repairs of equipment/part at site, in case if it is required/you... workshop when found necessary, the same shall be made after getting written permission from the institute. Carriage & repairing charge will be bear by agency.
- l. The successful bidder shall arrange all repairs and spares necessary to run water cooler smoothly his own cost.
- m. The successful bidder shall be wholly responsible for breakdown or any mischief done by their staff and any loss of university shall be recovered from the immediate bill of the contractor, balance if any from P.G. or otherwise to be paid by contractor.
- n. The successful bidder shall abide by the rules and regulations of the security and safety as laid down and reevaluate in university from time to time.
- o. The agency must keep sufficient spares in their NLIU Bhopal so that the same can be replaced immediately.



**p. The CAMC is for a Period of one year only and subject to extension by another one year at same terms & conditions at the sole discretion of NLIU, BHOPAL.**

q. Contract May be terminated by NLIU Bhopal at its discretion by giving 30 days' notice to the CAMC Service provider in case of failure to maintain the CAMC Services at the satisfaction of the NLIU BHOPAL AND THE AGREEMENT WITH NLIU Bhopal that case will be treated as cancelled before expiry date of notice.

r. Bidder will have to execute an agreement in standard format at cost of bidder.

## **PENALTY & TERMS OF PAYMENT**

Water Cooler & Purifiers - Penalty:

I. The Agency shall resolve the complaint within 24 hours after lodging a complaint. Delay in rectifying period shall be recorded and penalty shall be imposed as per the following slab.

a. Above 24 hrs. Penalty will be at the rate of Rs. 500/- Per day/ per complaint/ per machine.

b. If any breakdown/non-functioning/improper functioning of aforesaid machine continues beyond 5 days. The agency will be liable to pay penalty of Rs. 1000/- per day per complaint (Max. upto bill amount per machine per quarter, which is calculated on pro rata basis) for the delayed period after the stipulated period of getting the machine back in service. The penalty will be recovered from the agency's payable amount (Quarterly).

II. Penalty for not doing Quarterly servicing by agency at NLIUB will be laid @ Rs. 500/- per day per machine and the contract may be terminated.

## **TERMS OF PAYMENT FOR THE WORK: -**

i. The contractor will submit the bill with requisite supporting documents (Maintenance report/Service Card) for payment on quarterly basis and after completion of each quarter (CAMC Service).

ii. The Payment for CAMC of water cooler where servicing was not attended due to whatsoever reason, amount will be deducted on pro rata basis from the bill submitted by contractor.



## CHECKLIST FOR TECHNICAL BID

(To be filled by the Tenderer and attached with the Technical Bid Documents envelope)

Sr. No.	Description	Attached (Yes/No)
1.	Firm Registration certificate.	
2.	Agency must have main/branch office at Bhopal/Indore region.	
3.	OEM Authorization Certificate for CAMC services and spares	
4.	Undertaking by company that after lodging complaint by the user, the complaint will be attended in 24 Hours.	
5.	Undertaking by company that they are not blacklisted in any central/ state/ PSUs/ department & Autonomous bodies since last 05 years.	
6.	<p>One similar completed work in any central/state/PSUs/department &amp; Autonomous bodies/similar level highly reputed organisations, costing not less than the amount equal to 80% i.e. Rs. 6,40,000/- of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p>Two similar completed works in any central/state/PSUs/department &amp; Autonomous bodies/similar level highly reputed organisations each costing not less than the amount equal to 50% i.e. Rs. 4,00,000/- of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p>Three similar completed works in any central/state/PSUs/department &amp; Autonomous bodies/ similar level highly reputed organisations each costing not less than the amount equal to 40% i.e. Rs. 3,20,000/- of estimated cost put to tender.</p>	
7.	Enclose copy of IT returns for last 03 years.	
8.	Enclose copy of PAN Card.	
9.	Enclose copy of GST copy.	
10.	Average annual financial turnover should be at least Rs. 4,00,000 /- (Rupees Four Lakh Only) during last three consecutive financial years (scanned copy of original certificate from CA having UDIN Number to be uploaded).	
11.	Current solvency certificate of the amount equal to 40% of the estimated Cost put to tender (original certificate to be uploaded).	



## INTEGRITY AGREEMENT

To,

Registrar

NLIU Bhopal

Sub: NIT No. NLIU/AMC-Watercooler/June-06 Submission of Tender for the work of  
“Comprehensive Annual Maintenance Contract (CAMC) of 57 Nos. RO+UV Water Cooler  
Cum Purifier installed at various locations Bhopal”.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Tenderer)



**To be signed by the Tenderer and same signatory competent / authorised to sign the relevant contract on behalf of NLIU Bhopal.**

**INTEGRITY AGREEMENT**

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

**BETWEEN**

Vice Chancellor, NLIU Bhopal,

**AND**

..... (Name and Address of the Individual/firm/ Company) through  
..... (Hereinafter referred to as the (Details of duly authorized signatory)

“**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 to award, under laid down organizational procedure, contra for.....  
(Name of work) hereinafter referred to as 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 relationship 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 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 non-submission of Tenders 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 participates 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 (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent **practice means a willful misrepresentation or omission of facts or submission of**



**fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

- 5) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

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

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor 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:

- i. 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 put his reliability or credibility in question, the Principal/Owner after giving 14 day's 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 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 Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

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

- 1) The Tenderer declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Tenderer/Contractor as 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 Subcontractors/ 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, NLIU.

**Article 7- Other Provisions**

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

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

.....



(For and on behalf of Principal/Owner)  
WITNESSES:

(For and on behalf of Tenderer/Contractor)

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

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

Place:

Date:



## DRAFT AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ between the NATIONAL LAW INSTITUTE UNIVERSITY Bhopal and M/s \_\_\_\_\_ (Hereinafter referred to as "The Contractor") which expression shall include his/their respective heirs, executors, administrators and assigns of the other part.

WHEREAS the University is desirous for " \_\_\_\_\_ " and has caused drawings and specifications describing the work to be done and WHEREAS the said drawings as per list attached, the specifications, the priced Schedule of Quantities the conditions of tender and the conditions of contract have been signed by or on behalf of the parties hereto AND WHEREAS the contractor has agreed to execute upon and subject to the condition set forth (herein after referred to as 'the said conditions') the work shown upon the said drawings and described in the said specification and the said priced Schedule of Quantity 'at the respective rates mentioned in the priced Schedule of Quantities.

AND WHEREAS the contractor has deposited by Cash / FDR a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), with the University for the due performance of this agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as herein after provided the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawing and such further detailed drawings as may be furnished to him by the said Institute and described in the said specification, and the said priced Schedule of Quantities.
2. The University shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. Time is the essence of the agreement. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as per clause 2 of the condition of the contract as decided by the competent authority of the Institute in writing which shall be final and binding on the contractor.
4. The Drawings, specifications and priced Schedule of Quantities above mentioned shall form the basis of this contract and the decision of the Director or Arbitrator or Umpire as mentioned in the conditions of the Contract in reference to all matters of disputes as to material, workmanship or account and as to the intended interpretation of the clause of this agreement or any other document attached here to shall be final and binding on both parties and may be made a rule court.
5. The said contract comprises the work above mentioned and all the subsidiary work connected therewith the same site all may be ordered to be done from time to time by the institute even though such works may not be shown on the drawings or described in the said specifications or the priced Schedule of Quantities.
6. The institute reserves the right altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this contract.
7. The said conditions and appendix there to shall be read and construed as forming part of this agreement and the parties here to will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.



8. All other disputes and differences except as excluded by clause 2 shall be referred to arbitration as per clause 25 of the said conditions of contract. The provision of the Arbitration & Conciliation Act 1996 (26 of 1996) or any statutory modifications or reenactment thereof and of the rules made there under for the time being in force shall apply to Arbitration proceedings under this clause.
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Bhopal and only courts in Bhopal shall have jurisdiction to determine the same.
10. The several parts of this contract have been read to us and fully understood by us. In witness whereof the parties hereto have set their respective hands the day and the year herein above written.

Registrar  
For and on behalf of NLIU

In the presence of:

1.

2.



Contractor

## SPECIAL CONDITIONS OF CONTRACT

1. The Agency will have to take necessary care and precaution to keep the items safe for use and in good working condition.
2. As it is comprehensive in nature, no payment will be made as an extra for replacement of spare parts etc.
3. Any damage to NLIUB property while carrying out maintenance will be vendors' responsibility.
4. The Agency shall not only attend the failure but also rectify the cause of failure after investigation.
5. The tenderer shall acquaint himself with the proposed site.
6. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organise his work accordingly. No claim on this account, whatsoever, shall be payable.
7. The agency shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part.
8. The agency shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation/servicing.
9. The CAMC Service will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
10. The agency shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
11. All materials to be incorporated in the CAMC Services shall be arranged by the contractor and shall be in accordance with the specifications laid down.
- 12. The tenderer shall use materials as per approved sample/make before procurement at site.**
13. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge and the same shall be removed from the site within 48 hours, failing which the same shall be got removed by the Engineer-in charge at the risk and cost of the agency without giving any further notice and time.
14. The agency shall be responsible for completing the CAMC Service and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The agency shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
15. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of service shall be subject to the approval of the Engineer-in-charge.
16. The service will be executed by bidder only, if awarded. The agency should not engage any sub-agent or sub-contractor whatsoever for running the CAMC services.



## FINANCIAL BID

**Name of the Work:** Comprehensive Annual Maintenance Contract (CAMC) of 57 Nos. RO+UV Water Cooler Cum Purifier installed at various locations in NLIU, Bhopal.

**Tender Reference Number:** - NLIU/AMC-Watercooler/June-06

Sr. No.	Item Description	Quantity (In Numbers)	Rate, In Rupees (Exclusive GST)	Amount (In Rupees)
<b>CAMC OF WATER COOLER WITH INBUILT RO WATER PURIFIER</b>				
1.	CAMC of Aquaguard 80SS RO+UV Water Cooler Cum Purifier	17		
2.	CAMC of Aquaguard 120 Thermapure RO Hot-Cold Normal Water Cooler Cum Purifier	16		
3.	CAMC of Aquaguard 120 PSS RO+UV Water Cooler Cum Purifier	10		
4.	CAMC of Aquaguard Hot & Cold RO+UV Water Dispenser	04		
<b>CAMC OF WATER COOLER</b>				
5.	CAMC OF Water Cooler	08		
<b>CAMC OF R.O</b>				
6.	CAMC of Aquaguard Reviva RO, Commercial	08		
7.	Eureka Forbes Genius, Domestic RO	01		
8.	KENT RO, Domestic RO	01		
	Total Amount Exclusive GST			
	GST @ 18%			
	Total Amount with GST, In Rupees (In Figures)			

- Note – CAMC – Comprehensive Annual Maintenance Contract

Name of Bidder:

Email Address:

Authorized Person:

Contact Number:

Signature & Seal:

**Note:** 1. The Financial Bid is to be filled through e-tender portal namely MP Tender through <https://mptenders.gov.in>

2. Any other mode of bid submission will not be accepted.

Sd/-  
Tender Inviting Authority

