



JAWAHARLAL NEHRU UNIVERSITY

SANITATION CELL/ESTATE BRANCH

New Delhi-110067

Tender Number: No. JNU/ Sanitation/Estate/Tender/2021/01

Date: 26.08.2021

**SUBJECT:-Providing Services of Garbage Collection and Disposal and Cleaning
of roads in the University Campus**

JOINT REGISTRAR (ESTATE)

Room No.: 116, Estate Branch,

Administration Building, JNU

New Delhi – 110067

Tel No.: 011-26704024

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Online Bids are hereby invited on behalf of the Jawaharlal Nehru University for the above mentioned services. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tender's forms and its schedules. Eligible and willing Agency may submit their bid in the tender form, if in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

Note: Manual bids shall not be accepted.

Tender documents may be downloaded from the website <http://www.jnu.ac.in/Tenders/> and eWizard Portal <https://mhrd.euniwizard.com> as per the schedule given below as Important Date. Each page of uploaded documents should be self attested. The tender documents received in any other mode shall not be accepted and shall be summarily rejected without assigning any reason there for.

CRITICAL DATE SHEET

Published Date	26.08.2021 (12:00PM)
Bid Document Download	26.08.2021 (03:00PM)
Clarification Start Date	27.08.2021 (12:00PM)
Clarification End Date	14.09.2021 (12:00PM)
Bid Submission Start Date	26.08.2021 (03:00PM)
Bid Submission End Date	15.09.2021 (12:00PM)
Bid Opening Date	15.09.2021 (03:00PM)

Contact details for clarification, if any: Sh. Manoj Kumar Pachauri, Joint Registrar (Estate), Room No. 116, Administration Building, Jawaharlal Nehru University, New Delhi-110067, Ph.: 011-26704024, Email ID: dr_estate@mail.jnu.ac.in

Tender EMD (Earnest Money Deposit):

Rs. 10,00,000/- (Ten Lakh Only) to be paid through Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks or payment online in favour of the FINANCE OFFICER, JNU as per account details below:

Name of Account : Deposit Account
Account No. : 10596549955
Name of the Bank : State Bank of India
JNU Branch, New Campus,
New Delhi-110067
IFSC Code No. : SBIN0010441
MICR Code : 110002428

Note: As per Rule 170 of General Financial Rules, 2017, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from submission of EMD

1. ELIGIBILITY CRITERIA AND DOCUMENTS REQUIRED FROM BIDDING AGENCY

The Agency shall upload an affidavit-cum-undertaking on a non-judicial stamp paper of Rs.100/- to the effect that the Agency is not ineligible from the bidding on account of any decided court case/order of any competent authority/provisions of any law/rule/orders of Government of India. The bid not supported with this affidavit-cum-undertaking will not be considered for technical evaluation.

In case, later on, after evaluation or award of contract to the successful bidder, if the affidavit-cum-undertaking is found to be false, the University has all the rights to take any action including cancellation of the contract as deemed fit by the University.

Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Ten Lakh Only) to be paid through Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks or payment online in favour of the FINANCE OFFICER, JNU valid for 90 days beyond the final bid validity period.

The UTR No./hard copy of original instruments in respect of **Earnest Money Deposit** must be delivered to **Joint Registrar (Estate), Room No. 116, Estate Branch, Administrative Block, Jawaharlal Nehru University, JNU Campus, New Delhi-110067** on or before bid opening date/time as mentioned in critical date sheet.

The Agency must submit copy of PAN Card, which should be in the agency's name, GST No. of the Agency, ESI/EPF Registration Nos. along with validity dates with the tender documents.

The Agency should have successfully provided the services of 70 or more preferable garbage collection and/or sanitation workers (engaged for door to door collection and disposal of garbage) in any Govt. residential institute or PSU residential colony or Autonomous/Educational residential University for at least 02 years in last three financial years i.e. 2018-19, 2019-20 & 2020-21 and produce documentary proof.

The Agency should have a minimum annual turnover of Rs. 2 Crores during last 03 years i.e. 2018-19, 2019-20 & 2020-21. This must be supported with documentary evidence duly certified by a chartered accountant only.

The Agency must submit a copy of Certificate of Incorporation under the Companies Act 1956 or any other relevant Act/Law time being in force.

The Agency must submit balance sheet of the last 03 financial years i.e. 2018-19, 2019-20 & 2020-21 duly certified by the Chartered Accountant only.

The Agency must submit copy of the filing of the Income Tax Return for the last 03 Financial Years i.e. 2018-19, 2019-20 & 2020-21.

The Agency must submit a Solvency Certificate from their bankers for more than Rs. 1 Crore.

The Agency should be validly registered under the Contract Labour (Regulation and Abolition) Act, 1970. Documentary evidence in support of this must be submitted with the tender.

An Agency must submit an undertaking stating with date and time that they have visited the work place (JNU Site) before submitting the tender documents.

The Agency shall provide the list of equipments/machineries, to be used in performing the aforesaid work.

The Agency must provide the information about numbers of workers who shall be deployed to carry out aforesaid work at JNU site, Semi Skilled and Unskilled separately. Breakup of number of workers for garbage collection and road cleaning to be deployed should be clearly mentioned.

The Agency must submit technical bid strictly in the format (Form- B) hereunder along with supporting documents. No column in the Technical Bid should be left blank and no extra and unwanted document to be uploaded, failing which the bid shall be liable to be rejected summarily without notice.

2. EARNEST MONEY DEPOSIT (EMD), SUBMISSION OF BID

2.1 Bids shall be submitted online only at <https://mhrd.euniwizarde.com>. The instructions provided in the 'Instructions for Online Bid Submission' for the e-submission of the bids online through the eWizard website <https://mhrd.euniwizarde.com> may please be referred in this regard.

2.2 Submission of bid

- a. The bid shall be submitted online in two parts (Technical Bid and Financial Bid).
- b. All the pages of both the bids must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- c. The bids submitted by Fax/email or any mode other than mentioned at Sr. No.2.1 shall not be considered. No correspondence will be entertained in this matter.

2.3 Bid without required EMD shall be summarily rejected.

- a. EMDs of Bidders other than the Successful Bidder shall be returned within a period of 30 (Thirty) days after the award of contract.
- b. The EMD of the Successful Bidder shall be retained and will be returned after the submission of valid Performance Security prescribed hereunder.
- c. No interest shall be paid to the Bidders on EMD.
- d. EMD shall be forfeited, in any of the following cases:
 - i. Bidder's withdrawing or altering its bid during the bid validity period.
 - ii. The Successful Bidder fails to accept Letter of Award of contract within the stipulated period.
 - iii. The Successful Bidder fails to submit the performance security within the stipulated period.

3 DEFINITIONS

Terms used in this tender document

- a) "Agency" means the party/organization whose tender is accepted in full or part by the university.
- b) "University"/"JNU" means the Jawaharlal Nehru University, New Delhi.
- c) "The Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between Jawaharlal Nehru University and the Agency together with the documents referred to therein including these conditions, terms, specifications, instructions etc. issued by the University from time to time and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

(MANOJ KUMAR PACHAURI)
JOINT REGISTRAR (ESTATE)

4 INSTRUCTION FOR BIDDERS

- 4.1 Bid from the tenderers shall remain valid for **90 (Ninety Days)** days after the date of bid opening. Any bid valid for a shorter period shall be rejected by JNU as non-responsive. The Technical and Financial Bids shall be evaluated as per the standard criteria prescribed by the University.
- 4.2 Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Ten Lakh Only) to be paid through Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks or payment online in favour of the **FINANCE OFFICER, JNU** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from submission of EMD as per Rule 170 of General Financial Rules, 2017.
- 4.3 **The successful bidder shall submit Performance Security @ 5% of the total value of contract amount, in the form of an Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee from a Commercial bank or online payment in an acceptable form in favour of FINANCE OFFICER, JNU within the stipulated time period upon award of contract.** The performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the successful bidder under the contract.
- 4.4 **The bidders should quote the rate in figures as well as in words tendered by them for each item in 'BoQ' annexed hereto. If an Agency quotes 'Nil' service charges/consideration, the bid shall be treated as unresponsive and will not be considered and will be summarily rejected.**
- 4.5 When the tenderer signs a tender in Indian Language, the total amount tendered should be written in English also. In the case of illiterate tenderers, the rates of the amount tendered should be attested by a witness whose complete name and address should be stated in capital letters.
- 4.6 The tender is not transferable under any circumstances at any stage.
- 4.7 Conditional or incomplete tender forms/bids shall be summarily rejected. Canvassing or influence of any kind, direct or indirect, shall lead to disqualification of the tenderer. Bids of tenderer who fail to complete/fill the tender format (Form-B) are liable to be rejected. Therefore bidders may carefully note while filing.
- 4.8 Bids in any form other than the prescribed form issued by JNU will not be entertained and will be summarily rejected. Relevant forms/annexures should be filled and submitted online strictly as per the instructions given. Information given separately or in different format/annexure shall not be accepted and may lead to rejection of the bid.
- 4.9 Bids with revised/modified rates/offer after the due date and time of the tenders will be summarily rejected and the entire EMD submitted with the bid shall be forfeited.
- 4.10 The University reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof and the decision of the University in this respect shall be final and binding. The bidder will have the option to enquire the bidding conditions, bidding process and/or rejection of its bid.
- 4.11 The Tender Notice, Additional Instructions for tenderers, amongst other documents, shall form a part of the agreement with the party (or parties) whose tender(s) is/are accepted in full (or in part).
- 4.12 The JNU premise is a 'NO SMOKING ZONE', any personnel deployed by the Agency in the University found smoking, eating pan, gutka or intoxicants/drugs etc. shall be punished as per the law of land/rules of the University.
- 4.13 The Agency shall ensure that its workers do not take part in any staff union and association activities.
- 4.14 The Agency shall strictly ensure that its workers are punctual and arrive at least 15 minutes before start of their duty time and shall perform their assigned duties with honesty and sincerity
- 4.15 The workers engaged by the contractor shall be available all the time as per their duty roster & working hours and they shall not leave their place of duty without the prior permission of the authorized officer of the University. Adequate supervision shall be provided to ensure due performance of the assigned services in accordance with the instructions agreed upon between the two parties.
- 4.16 The Agency shall be responsible to provide immediate replacement of any staff engaged by it, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior intimation is given.
- 4.17 The Bids so received will be scrutinized by a Committee constituted for the purpose and the acceptance of a bid will be vested with the University, which does not bind itself to accept the lowest bid and reserves right with it to reject any or all of the bids received, without assigning any reason thereof. The bidders not fulfilling the prescribed conditions or incomplete in any manner, are liable to be rejected.

5 TERMS AND CONDITIONS GOVERNING TENDER

- 5.1 On award of the contract, the Agency shall depute/appoint authorized representative (s) who will supervise and control the punctuality/performance of the contractual workers and also would attend related complaints of the University.
- 5.2 The Agency shall deploy personnel to provide services of a very high standard. The personnel to be provided by the Agency shall satisfy the following requirements:-

Minimum Qualification/Experience for deployment sanitation workers of various Skilled categories and Unskilled category//:

Sno.	Category	Minimum Age (in years)	Minimum Educational Qualification /Professional Qualification	Minimum Experience	Other condition (compulsory)
1.	Sanitation supervisor (Semi-skilled)	20-45 years	12 th Pass	Minimum 2 years experience as sanitation supervisor	To have Two-Wheeler with Valid Driving License
2.	Sanitation worker (Un-skilled)	20-45 years	Literate	Minimum 2 years experience as safaikarmchari	-NA-

- 5.3 On receipt of a requisition for providing service by personnel in one or more categories from the University, the Agency shall forward names of sufficient numbers of personnel fulfilling the minimum qualification prescribed above for the categories in which the requisition has been placed for engagement of workers at the discretion of the University within 10 days of the receipt of requisition as to ascertain suitability of the personnel to provide requisitioned service (s) .In case required numbers of personnel are not found suitable for the duties and responsibilities involved, the University will intimate the Agency accordingly and the Agency will be bound to provide more persons as aforesaid within a period of 07 days from receipt of such intimation.
- 5.4 In case required number of the suitable workers for providing requisitioned services are not found to be available even out of the second list of persons recommended by the Agency also, it will be construed that the Agency is unable to provide the requisitioned services and it will be treated as a default of agreement condition liable to penal action as specified herein later. The decision of the University in this regard will be final and binding upon the Agency.
- 5.5 The Agency shall be responsible for issue of letter deputing the candidates to the University before their service are engaged in the University.
- 5.6 The Agency shall not charge any registration fee etc from the workers after they are deputed/ engaged in JNU.
- 5.7 The Agency shall provide the details of the staff to be deployed viz., their name, age, father's/mother's name, residential address, recent passport size photograph, certificate of health & fitness, valid I-card and local police clearance/verification certificate. The Agency shall allot ID number(s) to every contractual staff engaged in the University after award of the contract.
- 5.8 The Agency shall take Workmen Compensation Policy covering all its workmen deputed in the University and submit the same to the University. This policy shall be in a joint name of JNU and the Agency with JNU's name as the first party in the policy.
- 5.9 The Agency shall not sub-contract any or part of the 'Services' that it provides to the University under the contract to another Agency.
- 5.10 The Agency shall pay regular wages to manpower employed by 7th of every month directly in bank account, which shall not be less than the contracted amount/minimum wages as applicable (notified by the State/Centre Government from time to time).
- 5.11 The Agency shall comply with the following statutory labour laws requirements with regard to the contract awarded:
- Provide Employee Provident Fund (EPF) number to each and every staff deployed at JNU
 - Provide temporary ESI Card to each and every employee deputed at JNU within one month of the award of contract and permanent ESI card within three months thereafter;
 - Provide detailed Salary Slip to every employee, categorically reflecting the details of PF No. and deductions made, ESI No. and other statutory deductions on monthly basis; Name of Service Provider shall be printed on the Salary Slip.
 - Facilitate the employee to open bank account with Zero bank balance preferably at SBI, JNU, New Campus. This will be the responsibility of the Agency/Service Provider;
 - Provide every month ECR with regard to PF and ESI deposited with the authority concerned, together with individual employee wise statement; E-passbook statement, as applicable to the University.

- f) All payments to the staff engaged must be paid through direct transfer to the bank account of the employees on or before 7th of the month. The bank statement indicating transfer of amount as wages in the account of workers should be enclosed with the bill submitted for reimbursement.
 - g) Ensure quarterly reconciliation and removal of the grievances for the period. A nodal officer/labour welfare officer should be appointed by the agency under intimation to JNU within a week of the award of contract. Such official shall be responsible for hearing and resolving the grievances of the workers by personally hearing the complaints and should visit JNU atleast once in a week.
 - h) Shall produce proof of salary disbursement showing details of individual EPF, ESI and other statutory deduction made on monthly basis and salary slip along with the reimbursement claim.
- 5.12 The Agency shall provide to its employees at its own cost the safety measures mandatorily required in performance of the duty of the workers in terms of the provisions of the contract as well as CLRA Act and Rules, 1971 such as:
- a) Masks to protect against dust while brooming.
 - b) Soap to wash hands after sweeping.
 - c) Summer & Winter Uniform with Company logo.
 - d) Equipments to collect trash (including gum boots).
 - e) Proper quality gloves for toilet cleaning for workers.
 - f) Any other items which may be required in the performance of sanitation work.
 - g) Health check up/fitness certificate and compulsory vaccination of Typhoid/WHO approved norms be followed. Agency should make an effort to provide workers who have been vaccinated with both the doses of Covid 19 vaccines. Proof regarding the vaccination should be submitted before engagement of workers.
 - h) First-Aid Box, distinctively marked with a red cross on a white ground equipped with the prescribed contents as mentioned under the Contract Labour (Regulation & Abolition) Central Rules, 1971 at the rate of not less than one box for 80 workers.
 - i) Any such other items as may be prescribed by the Govt. of India/Govt. of Delhi from time to time. Compliance to appropriate COVID responsible behaviour shall be the responsibility of the agency through its supervisors/nodal officer/labour welfare officer.
- 5.13 The Agency shall give one compulsory weekly off to all its workers as per the Minimum Wages Act, 1948 and other relevant statutory labour laws.
- 5.14 The Agency shall, whenever applicable, strictly comply with the provisions of the following laws and amendments made thereto or any other laws relating thereto and the rules made there-under from time to time:
- a. Payment of Wages Act, 1936
 - b. Minimum Wages Act, 1948
 - c. Employees Provident Fund and Maintenance Provision Act, 1952
 - d. Employees State Insurance Act, 1948
 - e. Workmen's Compensation Act, 1923
 - f. Industrial Disputes Act, 1947
 - g. Maternity Benefit Act 1961
 - h. Contract Labour (Regulation & Abolition) Act, 1970
 - i. Contract Labour (Regulation & Abolition) Rules, 1971
 - j. Employer's Liabilities Act, 1938
 - k. Delhi Labour Welfare Fund notified by Delhi Govt.
 - l. Gratuity Act, 1972 & Payment of Gratuity (Central) Rules, 1972
 - m. Any other law (s) as may be applicable in this regard
- 5.15 The Agency shall keep JNU completely indemnified against all the liabilities arising due to non-compliance or delay in compliance of any statutory obligation. The Agency shall keep JNU indemnified against any payment or liability arising out of non-observance of the above mentioned laws/rules and liabilities on account of non-compliance of any other statutory obligation.
- 5.16 Any increase in the statutory minimum wages by the Government shall be brought to the notice of the University by the Agency from time to time to ensure minimum wage rates accordingly along with the rate of ESI and PF contribution applicable thereon.
- 5.17 The compensation or other payments, if any, payable by the Agency under the terms of this contract may be deducted from the wage bill/deposit of the Agency.

- 5.18 Tax at source shall be deducted from all the payments, in accordance with the provisions of Income Tax Act, 1961, or any other relevant Act in force. Any other tax, if applicable and recoverable as per Gol instructions, shall also be deducted at source.
- 5.19 GST/Other Taxes will be paid as per Govt. of India guidelines from time to time by the Agency.
- 5.20 The work contract involves door-to-door collection of garbage from about 1200 to 1500 houses located on both the Campuses, i.e., old campus and new campus of J.N.U for **all seven days a week**.
- 5.21 Collection of garbage from all the hostels of the University for **all seven days a week**.
- 5.22 Collection of garbage from all the masonry dustbins/dumps located at various point on the Campus.
- 5.23 Sweeping/Cleaning and removal of plastic bottles, cups, glasses, waste papers from all over the campus particularly from near eateries like Ganga Dhaba, Health Centre, KC Market Shopping Centre, TEFLA, back of Central Library/Academic Complexes other canteens/dhabas old campus, Brahmaputra Hostel, all roads, Uttarakhand, Dakshinapuram, New Type-III, New Type-IV ,Paschimabad (including staircases, lifts, common verandas and roofs of all Type-IV buildings), Vice Chancellor's residence and its surroundings(exclusively one worker to be deployed) for **all seven days a week**.
- 5.24 Sweeping of all roads (Ring road, North gate to administration block, Paschimabad road, Poorvanchal road, V.C road, Damodar hostel roads, Sports stadium road, Narmada complex road and all link roads inside all residential khands for example- Uttarakhand, Dakshinapuram, Saraswatipuram, Paschimabad New & Old, Poorvanchal,) and entire link roads in the Campus.
- 5.25 Sweeping/Cleaning of toilets of all Civil/Electric Inquiries, Main gate, VC Gate, paschimabad gate, KC Market Shopping Complex, Godawari Market, Tapti Market and Poorvanchal Market etc. of the University.
- 5.26 Collect and disposal of dry leaves, shrubs and trash etc. from all over the campus including from hostels, parking areas, academic area, residential areas and all places in the Campus etc.
- 5.27 To control and prevention of dog and monkey menace from the University campus.
- 5.28 To remove bee hives in the Campus as and when reported.
- 5.29 Removal and disposal of dead animals as and when reported with the help of MCD.
- 5.30 Removal of all types of garbage and their proper disposal outside the University at authorized MCD site.
- 5.31 Removal of garbage's such as fused tube lights, sanitary fitting and cut hair from barber shop, garbage from fruit shop, stationary shop.
- 5.32 Picking up leftover food /kitchen waste from hostels and food outlets, Tea Canteen, general stores any other Canteen/dhabas etc.
- 5.33 All waste collected from various points have to be transported in four wheeler, rickshaw etc. (properly covered) and disposal off at the designated transit drop sites.
- 5.34 The Agency will ensure cleanliness of all dustbins and the area around it.
- 5.35 The Agency will not be allowed to dump the generated waste at any place other than the specified place.
- 5.36 The Agency should also ensure that there is no any foul smell and fly/mosquito nuisance at the dumping site.
- 5.37 The Agency should segregate the waste at dumping site only as bio waste and non bio waste.
- 5.38 The Agency should be able to compost the entire bio waste as per the procedures laid down. The manure will be used by the University and its staff as and when required.
- 5.39 The Agency will sieve and pack the entire compost into small bags, after screening items like glass piece, nails and stone pieces etc.
- 5.40 The recyclable material will be stored and sold to recycling agencies only.
- 5.41 The Agency has to provide two Tata 407 or two big tempo and 10 rickshaws (**Electrical preferably**) for picking up garbage & leftover food from all Hostel and other food outlets, Academic Complex Area and for collection of door to door waste from 1200-1500 houses.
- 5.42 The Agency must provide all safety gear like masks, gloves, heavy leather gloves for handling items like broken glass, nails etc. and light cotton gloves for handling garbage's where, minor injury is not even anticipated.
- 5.43 Metal/Steel containers at the garbage dumping site, which should be used for collecting/stocking the garbage & enabling transportation (mechanically) from containers to trucks (for disposal to the MCD dumping sites).
- 5.44 Garbage should be removed from the dumping site within the campus within 48 hours through approved MCD approved trucks and should be disposed off by the agency at its own cost, at the MCD approved dumping site.
- 5.45 Rickshaws/vans should be used/ deployed for collection of garbage from various sites within the campus for accumulation of garbage at the approved garbage dumping site.
- 5.46 Selected agency has to provide all basic facilities of drinking/washing water, washroom/toilets, First Aid Box etc., as per labour law to its work charged employees at its own cost.
- 5.47 Has to carry out any other sanitary work assigned by the Sanitation Cell/Joint Registrar (Estate).
- 5.48 Manpower/Driver engaged for driving/facilitating the rickshaws shall be the paid minimum wages and other dues including ESI, EPF, and liveries etc as per the labour laws of the GOI/Govt. of NCT by the Service Provider. Maintenance, fuel charges etc of these rickshaws/vans shall be borne by the Service Provider.
- 5.49 University will not consider any payment i.e. Bonus/Tips/Other remunerations to contractual staff except approved rates of minimum wages duly approved by NCT of Delhi, Govt. of India for six days week (26 days) restricted to.

5.50 PENALTY

- (a) An amount equivalent to two days of contract amount or minimum of Rs.10, 000/-(Ten Thousand) whichever is higher will be levied as liquidated damages per day per worker, whenever and wherever, it is found that the work is not satisfactory in any section, it will be brought to the notice of the Supervisory staff of the Agency by University, and if no action is taken within one hour, liquidated damages clause will be invoked.
- (b) Any misconduct or misbehaviour on the part of the manpower deployed by the Agency will not be tolerated and such worker (s) shall have to be replaced immediately.

5.51 PERIOD OF CONTRACT

The terms of the contract will be initially for one year from the date of award of the contract, however the University reserves the right to terminate the contract at any time if the services are not found satisfactory or any discrepancies in eligibility or fulfilment or statutory liabilities (minimum wages, ESI, EPF, etc.) on the part of the Agency are noticed. The contract can be further extended/renewed for a further period of two more years on yearly basis on mutual consent of both the parties, subject to satisfactory performance and acceptance by the Agency to render services on the same rates & terms and conditions.

5.52 TERMINATION OF CONTRACT

This contract may be terminated by either party upon giving minimum 30 days prior written notice to the other party and that such notice is required to be sufficiently served on the party by either Party delivered or dispatch by the address herein given under registered /speed post.

5.53 Either party may terminate this agreement if:

- a) The other party fails to perform its material obligations under this agreement and such is not cured within thirty days of receiving a written notice requiring it to be remedied; or
- b) The other Party's acts or omission bring disrespect to the terminating party and its goodwill in any manner; or
- c) The other party's management undergoes change without releasing either party from their respective obligations or liabilities under this contract which have accrued as on the date of termination of this agreement and without affecting the rights and powers conferred by this agreement on the parties.
- d) Any arises discrepancies in terms of eligibility or fulfilment or statutory liabilities

5.54 On expiry or earlier termination of this contract, within one week from the date of termination:

- a) each party shall hand over all Confidential Information in its possession belonging to the other party;
- b) each party shall continue to remain solely liable and responsible towards its liabilities accrued till the date of termination of this agreement.

5.55 Billing Procedure:-

5.56 JNU shall satisfy itself with the services provided by the Agency and shall certify the same in an appropriate format, along with the monthly bill processed for payments. JNU will also point out any dissatisfaction in the level of service provided by the Agency, and will bring the same to the knowledge of the Registrar, who will then take necessary action, also specify penalty, if any, to be levied on the Agency.

5.57 Bills after disbursement of wages to the workers by the agency shall be submitted every month for reimbursement along with the Salary Sheet, copy of ESIC Challan, Electronic Challan-cum-Return (ECR) containing the transaction TRRN No. for having deposited the EPF, EPF Challan and related dues and Remittance confirmation slip (Bank Statement) and GST Challan as document proof in respect of GST deposited for the current month by the Agency to the University for verification on or before the date fixed by the University, along with the record/ certification to the effect that all the liabilities on account of compliance of the Labour Laws have been discharged by the Agency

5.58 Reimbursement of the monthly bill to the Agency shall be endeavoured to be made by JNU within 30 working days from the date of submission of the bill, provided there is no dispute or discrepancy in the bill. The Agency shall, at its own expense, comply with or cause to be complied with Model rules for labour welfare or rules framed by the Government from time to time for the protection of health of workers employed directly on the campus. In case the Agency fails to make arrangement as aforesaid, the University shall be entitled to comply with the provisions and recover the cost thereof, from the Agency.

5.59 The Agency shall be solely responsible for all injuries and accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident, death or any other contingency whilst performing the duty.

- 5.60 JNU reserves the right to carry out pre-payment audit and technical examination of the final bill including all supporting vouchers, abstract etc; JNU further reserves the right to enforce recovery of any over payment, whenever detected.
- 5.61 If, as a result of such audit and technical examination, any overpayment is detected, it shall be recovered by the University from the bills, submitted by the Agency or from any sums due to the Agency. If any under payment is discovered, the amount shall be duly paid to the Agency by JNU after proper scrutiny.

5.62 FORECLOSURE OR REDUCTION IN SCOPE OF CONTRACT

If at any time after acceptance of the tender, the University decides to abandon or reduce the scope of the contract for any reason whatsoever and hence not require whole or any part of the service to be provided, the University shall give notice in writing to that effect to the Agency who shall act accordingly in the matter. The Agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which the Agency might have derived from the services in full but which would not be derived as a consequence of the foreclosure of the whole or part of the contract and/or reduction in scope of the contract.

5.63 CANCELLATION OF THE CONTRACT

Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period or any other provisions in the contract, JNU reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.

In case any document(s) produced in support of eligibility criteria or any other document(s) turns out to be not genuine. The work will not be awarded, EMD shall stand automatically forfeited, and the tenderer will be liable for any further action as may be deemed appropriate by JNU.

If the Agency -

- a. At any time makes default in providing the services requisitioned or any part thereof with the due diligence and continues to do so after a notice in writing of 7 (seven) days from the JNU or
- b. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 07 (seven) days after a notice in writing is given to it in that behalf by the University or
- c. Fails to complete/provide requisitioned service within the time frame specified in the contract, and does not do so within the period specified in a notice given in writing in that behalf by the University or
- d. Offers or gives or agrees to give to any person in University service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to obtaining or execution of this or any other contract for University; or
- e. Enters into a contract with University in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payments thereof have been previously disclosed in writing to the Registrar of the University; or
- f. Obtains a contract with the University as a result of wrong tendering or other non-bona fide methods of competitive tendering; or
- g. Being an individual or any partner thereof at any time is adjudged insolvent or have an order for administration of his estate made against him or takes any proceedings for purpose of composition (other than voluntary) liquidation for the purpose of (amalgamation or reconstruction) under any Insolvency Act for the time being in force make any conveyance or assignment of his creditors or purposed so to do or if any application is made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust is executed by him for benefit of his creditors; of
- h. Being a company, passes a resolution or the Court makes an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise is appointed or circumstances so arises which entitles the Court or debenture holders to appoint a receiver or manager; or suffers an execution being levied on its goods and allow it to be continued for a period of 21 days; or
- i. Assigns, transfers, sublets (engagement of labour on a piece-work) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire or any portion of the requisitioned service without the prior written approval of the University. The University may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter, by a notice in writing, cancel the contract as a whole or part of the contract.
- j. JNU shall, on such cancellation, have powers to carry out the incomplete requisitioned service by any means at the risk and cost of the Agency.

- 5.64 The reimbursement would be made against the monthly bills submitted by the agency, subject to the satisfactory work performance of the Agency. Any dissatisfaction pointed out in the level of service provided by the Agency shall be specified with an appropriate penalty, if any, levied on the Agency by the University.
- 5.65 The Agency shall, at all times provide the appointment letters, identity cards at its own cost to all its personnel. Movement of the personnel in the University campus shall be only on account of the bona-fide work and duties assigned to the personnel during their working hours and general discipline and good behaviour shall be maintained at all times by the personnel deployed by the Agency.
- 5.66 The Agency shall not, at any time, cause or permit any nuisance in the University campus or do anything which shall cause any disturbances or inconvenience to the members of the University. If any personnel deputed by the Agency is found creating any nuisance, then the Agency shall be required to terminate his/her services on the specific order of the Registrar in writing.
- 5.67 Subject to otherwise provided in the contract, all notices to be given on behalf of Jawaharlal Nehru University and all other actions to be taken on its behalf shall be given or taken by the Registrar or any officer so nominated by the University.
- 5.68 All instructions, notices and communications etc under the contract shall be issued in writing and sent by the Registered Post/e-mail to the correspondence address of the Agency and shall be deemed to have been served on the date, when in the ordinary course of post, these would have been delivered to the Agency.
- 5.69 The Agency shall be solely responsible for the personnel deployed by it in all matters relating to their claims etc. It shall indemnify JNU against any payments to be made under various Labour Laws and in compliance thereto.
- 5.70 The Agency shall obtain, at its own cost, all permissions and labour license etc. under various laws/regulations/rules, as required prior to and during the period of contract, in connection with carrying out obligations under this contract.
- 5.71 The Agency shall comply with all instructions issued by JNU from time to time. Non-compliance of these instructions will entail penalty, to be decided by JNU and the decision of Registrar, JNU shall be final.
- 5.72 The personnel on duty should be present in their assigned places performing the duty assigned to them, and, they should not be found wastefully chatting with one another or otherwise neglecting their duty during office hours.
- 5.73 The Agency shall maintain liaison with local authorities.
- 5.74 In case it is felt by the University that any personnel or supervisor of the Agency is not suitable for carrying out the job or for supervision, the Agency shall immediately replace the personnel/supervisor concerned.

6. TIME ALLOWED AND EXTENSION THEREOF

- (a) The time allowed for various activities as specified in clause 5.20 to 5.33 and elsewhere herein or the extended time in accordance with these conditions shall be the essence of contract. If the Agency commits default in execution of any activity as aforesaid, University shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Agency's performance security.
- (b) If the delay is due to:-
- (i) Force majeure, hereunder shall include events or circumstances which are beyond the reasonable control of the Parties, which could not have been prevented by good industry practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the parties of its obligations or enjoyment of its rights such as:
- a) Acts of God, flood, drought, earthquake or other natural disasters, abnormally bad weather ;
 - b) Indefinite lockdown, epidemic or pandemic;
 - c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - d) nuclear, chemical or biological contamination or sonic boom;
 - e) collapse of buildings/mines, Serious loss or damage caused by fire, explosion or accident;
 - f) any labour dispute, strikes, lockouts (other than those solely affecting any party specifically claiming the same as an Event of Force Majeure and attributable to such party party's policies regarding labour, compensation or employment or labour related conditions) affecting any of the trades employed for requisitioned service, or
- (ii) Any other cause which, in the absolute discretion of the Registrar is beyond the Agency's Control.

Then upon the happening of any such event causing delay, the Agency shall immediately give notice thereof in writing, to the University but shall nevertheless constantly use its best endeavours to prevent or make good the delay and promptly resume the performance once the interfering condition has been abated, and shall do all that may be reasonably required to the satisfaction of the University to proceed with the requisitioned service.

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by any of the aforesaid events for a period exceeding ninety days, either party may at its option terminate the contract without any financial repercussion on either side.

Request for extension of time, to be eligible for consideration, shall be made by the Agency in writing within a reasonable time period but not later than thirty days from the date of occurrence of the event causing delay on the prescribed form. The Agency may also, if practicable, indicate in such request the period for which extension is desired.

In any such case University may give a fair and reasonable extension of time. Such extension will be communicated to the Agency. Non application by the Agency for extension of time shall not be a bar for giving a fair and reasonable extension by the University and this shall be binding on the Agency.

7. **WHEN CONTRACT CAN BE DETERMINED**

Subject to other provisions contained in this clause, the University may without prejudice to its any other rights against the Agency in respect of any delay, inferior service, any non-compliance of laws and/or rules in respect of the personnel deputed in the University for providing any category of service, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed by notice, in writing, absolutely determine the contract in any of the following cases:-

- a) If the Agency having been given by the University a notice in writing to rectify or replace any defective service or personnel performing in an inefficient or otherwise improper manner omits to comply with the requirement of such notice for a period of seven days thereafter.
- b) If the Agency being a company passes a resolution or the court makes an order that the company shall be wound up or if a manager on behalf of a creditor is appointed or if circumstances so arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- c) If the Agency without reasonable cause has suspended the provision of service or has failed to proceed with the work with due diligence so that in the opinion of the University (which shall be final and binding) it will be unable to provide the requisitioned service and continues to do so after a notice in writing of 07 days from the University.
- d) If the Agency fails to provide the requisitioned service within the stipulated period specified in a notice given in writing in that behalf by the University.
- e) If the Agency persistently neglects to carry out its obligations under the contract and/or commits default of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 07 days after a notice in writing is given to him/her in that behalf by the University.
- f) When the Agency has made itself liable for action under any of the aforesaid reasons, the University shall have powers:
 - i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Agency under the hand of the University shall be conclusive evidence). Upon such determination or rescission the full performance security of the contract shall be liable to be forfeited and shall be absolutely at the disposal of the University.
 - ii) To engage personnel to carry out the requisitioned service or any part hereof at the cost of the agency in case the agency fails to provide the requisitioned service to the satisfaction of the University.
 - iii) After giving notice to the Agency to work out the extent of service provided and to take such whole, or the balance or part thereof as shall be unexecuted and to give it to another Agency to complete in which case all expenses which may be incurred in excess of the sum which would have been paid to the original Agency if the whole service had been executed by him shall be borne and paid by the original Agency and may be deducted from any money due to him by University under the contract or on any other account whatsoever or from his performance security or a part thereof as the case may be. If the expenses incurred by the University are less than the amount payable to the Agency under the agreement, the difference shall not be paid to the contractor.

8. **Loss and/or Damages:** In case of any loss or damage done to the property of the University, by the personnel provided by the Agency full damages will be recovered from the Agency and decision of the Competent Authority of University, shall be binding on Agency.

9. **SETTLEMENT OF DISPUTES & ARBITRATION**

- a. Except where otherwise provided in the contract all questions and relating to the meaning of the terms, conditions and instructions hereinbefore mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, instructions, orders or the execution or failure to execute the same whether arising during or after the cancellation, termination completion or abandonment of the contract shall be dealt with as mentioned hereinafter.
- b. If the Agency considers any work demanded from it to be outside the requirements of the contract, or disputes any decision given arising out of the contract, to be unacceptable, it shall promptly within 15 days, request the University in writing for written instruction or decision. Thereupon, the University shall give its written instructions or decision within a period of 15 days from the date of receipt of the contractor's letter.

If the University fails to give its instructions or decision in writing within the aforesaid time period or if the Agency is dissatisfied with the instructions/decision, the Agency may, within 15 days of receipt of such decision, appeal to the Registrar who shall provide reasonable opportunity to the Agency to be heard, if the latter so desires, and to offer evidence in support of its appeal. The Registrar shall give his decision within 30 (thirty) days of receipt of the appeal. If the Agency is also dissatisfied with the decision of the Registrar, it shall, within a period of 30 days of this decision, give notice to the Vice-Chancellor for appointment of arbitrator, failing which the said decision of the University shall be final and binding and not referable to adjudication by the arbitrator.

- c. In case the dispute is not resolved through the abovementioned process, the matter shall be referred to and exclusively settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The Arbitration Tribunal shall comprise of a Sole Arbitrator, mutually appointed by the parties to the agreement within 30 days from the date of notice for appointment of arbitrator, failing which, the Hon'ble High Court of Judicature at Delhi shall appoint the Arbitrator. The venue of the arbitration shall be Delhi, India. The language of arbitration shall be English. The decision award of the Arbitration Tribunal shall be binding upon both the parties.
 - d. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Vice-Chancellor of the appeal.
 - e. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the University and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claim(s) by any party exceeds ₹ 1,00,000/- (Rupees One lakh only) the arbitrator shall give reasons for the award.
 - f. It is also a term of the contract that the costs of arbitration including the fees payable to the arbitrator and other expenses of the arbitration these shall be paid equally by both the parties, however, each party shall bear the cost of preparing and presenting its own claims. It is also a term of the contract that the arbitrator shall be deemed to have entered into the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award of the arbitrator shall be at the discretion of the arbitrator who may direct, to any, by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of cost to be so paid.
 - g. The legal proceeding and the arbitration shall arising out of the terms of contract be at Delhi and subject to the exclusive jurisdiction of Delhi Courts.
10. The Agency shall be fully responsible for settlement of all issues viz retrenchment benefits, ESI, PF, Gratuity, Livery, Leaves etc during the period of the currency of this contract, to its workers as per law, and acknowledgement submitted to JNU. On expiry of the contract the performance security shall be refunded only after fulfilment of these obligations without any interest.

11. The Agency shall pay, and continue to fulfil, during the period of contract all statutory requirements applicable, as per rules and law, regarding payment of gratuity/retranchment benefits etc. The Agency shall keep JNU indemnified against such claims and the claims that may arise in future.
12. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the benefits to them. The Agency shall depute its authorised representative in Labour court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. JNU shall not be responsible and shall not bear any cost of such litigation.

13. **PAYMENT ON ACCOUNT OF INCREASE IN WAGE DUE TO STATUTORY ORDERS**

If as a direct result of coming into force of any fresh law or statutory order/law or any amendment of the existing / fresh law(s) the minimum wage (including Dearness Allowance) payable to workers in respect of any trade or service increases, the Agency is bound to pay such increase in wage, as may be necessary to meet the legal requirement, over and above the previous wage being paid by him to his workers deputed in the University for providing any category of services. In order to verify the correctness of any claim in this respect, the University may call for such books of accounts and/or records as may be considered necessary and the Agency shall be bound to produce the same for inspection failing which no reimbursement may be allowed to the Agency by the University.

14. **CHANGE IN AGENCY CONSTITUTION**

Where the Agency is a partnership Agency, the previous approval in writing of the University shall be obtained before any change is made in the constitution of the Agency. Where the Agency is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the Agency enters, into any partnership agreement where under the partnership Agency would have the right to carry out the requisitioned service hereby undertaken by the Agency. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention hereof and the action may be taken, and the consequences shall ensue as provided in the Clauses.

15. **GOVERNING LAW AND JURISDICTION:**

This contract and all of the terms and conditions, duties and obligations of the parties to this contract shall be constructed, interpreted and applied in accordance with and governed by and enforced under the Indian Laws. Delhi courts only shall have exclusive jurisdiction over all the matters connected with this contract.

16. **USE OF INTEGRITY PACT**

In pursuance of Govt. of India, Ministry of Finance, Deptt. of Expenditure Office Memorandum No. 14912)/2008-E-II(A) dated 19th July 2011, Pre-Contract Integrity Pact in a prescribed format shall be required to be executed between the University and the "Agency/Agency/Contractor" at the time of signing of the agreement for award of work.

17. **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the eWizard website <https://mhrd.euniwizarde.com>.

IMPORTANT NOTICE

1. An incomplete and /or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website <http://www.jnu.ac.in/Tenders/> and eWizard Portal <https://mhrd.euniwizarde.com> as per the schedule as given in **Important Dates** as above.
3. Manual bids shall not be accepted.
4. Bids shall be submitted online only at eWizard website: <https://mhrd.euniwizarde.com>.

Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5. Tenderer who has downloaded the tender from the JNU <http://www.jnu.ac.in/Tenders/> and eWizard Portal <https://mhrd.euniwizarde.com> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with JNU.
6. Intending tenderers are advised to visit again JNU website <http://www.jnu.ac.in/Tenders/> and eWizard website <https://mhrd.euniwizarde.com> at least 2 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Instruction to Bidders

E-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://mhrd.euniwizarde.com>

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on <https://mhrd.euniwizarde.com> the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on may be obtained at: <https://mhrd.euniwizarde.com>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal with clicking on the link "**Online Bidder Enrolment**" on the e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on portal <https://mhrd.euniwizarde.com>
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.

SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on

or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by JNU
3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.
10. **Any information given separately without proper reference number of pages and which is not in the required performa shall not be considered.**

For any clarification in using <https://mhrd.euniwizarde.com>

1. 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 or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact (as given below) for any query related to e-tendering)

PhoneNo.011-49606060,Anand:-9355030602,Amrendra:-8448288980,

Abhishek:-9355030617,Pulkit:-9205898220

Mail id: - ewizardhelpdesk@gmail.com

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Agency has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Agency is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(Letter of Proposal)
[On the Letter Head of the Bidder]

Date:

To,

SUB: e-TENDER NOTICE FOR HIRING AGENCY FOR JOB CONTRACT

Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as ("the Bidder")), and having reviewed and fully understood all the qualification requirements and information provided, the undersigned hereby expresses its interest for the project of "for providing services of garbage Collection and Disposal and Cleaning of roads in the University Campus for a period of 01 year extendable up to another two more years in JNU, New Delhi".

We are enclosing our Proposal, with the details as per the requirements of the tender Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We hereby also Agency the following:

1. The Proposal is being submitted by us, _____ (name of the Bidder), who is a single entity, in accordance with the conditions stipulated in the Tender Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the Tender Document issued by JNU and in any subsequent communication sent by JNU. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the Tender Document or in any of the subsequent communications from JNU.
3. We Agency that there are no conditions in our "Technical Proposal" and "Price Bid".
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the Tender Document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We Agency that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Technical & Financial Bid and as required for job contract for "providing services of garbage Collection and Disposal and Cleaning of roads in the University Campus" for a period of 01 year extendable up to another two more years in JNU, New Delhi" in the event that we are finally selected.
6. We Agency that all the terms and conditions of the Proposal are Agency and valid for acceptance for a period of 120 days from the Proposal Due Date.

Thanking You,
Yours Sincerely,

For and on behalf of : (Name of the Bidder and the Seal/Stamp)

Signature : (Authorized Representative & Signatory)

Name of the Person :

Designation :

FORM-B (To be submitted separately with 'TECHNICAL BID')

Questionnaire to be filed mandatorily by the Agency applying for providing services of garbage Collection and Disposal and Cleaning of roads in the University Campus for job contract Tender in JNU.

Sl. No.	Documents/information mandatorily required to be furnished to be written in "YES" or "NO"	YES	NO
1.	Whether the Agency shall upload an affidavit-cum-undertaking on a non-judicial stamp paper of Rs.100/- to the effect that the Agency is not ineligible from the bidding on account of any decided court case/order of any competent authority/provisions of any law/rule/orders of Government of India.		
2.	In case, later on, after evaluation or award of contract to the successful bidder, the affidavit-cum-undertaking is found to be false, the University has all the rights to take any action including cancellation of the contract as deemed fit by the University.		
3.	Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Ten Lakh Only) to be paid through Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks or payment online in favour of the FINANCE OFFICER, JNU valid for 90 days beyond the final bid validity period.		
4.	The UTR No./hard copy of original instruments in respect of Earnest Money Deposit/Exemption from EMD must be delivered to Joint Registrar (Estate), Room No. 116, Estate Branch, Administrative Block, Jawaharlal Nehru University, JNU Campus, New Delhi-110067 on or before bid opening date/time as mentioned in critical date sheet.		
5.	The Agency must submit copy of PAN Card in the agency's name, GST No. of the Agency, ESI/EPF Registration Nos. along with validity dates with the tender documents.		
6.	The Agency should have successfully provided the services of 70 or more preferable garbage collection and sanitation workers (engaged for door to door collection and disposal of garbage) in any Govt. residential institute or PSU residential colony or Autonomous/Educational residential University for at least 02 years in last three financial years i.e. 2018-19, 2019-20 & 2020-21 and produce documentary proof.		
7.	The Agency should have a minimum annual turnover of Rs. 2 Crores during last 03 years i.e. 2018-19, 2019-20 & 2020-21. This must be supported with documentary evidence duly certified by a chartered accountant		
8.	The Agency must submit a copy of Certificate of Incorporation under the Companies Act 1956 or any other relevant Act/Law time being in force.		
9.	The Agency must submit balance sheet of the last 03 financial years i.e. 2018-19, 2019-20 & 2020-21 duly certified by the Chartered Accountant.		
10.	The Agency must submit copy of the filing of the Income Tax Return for the last 03 Financial Years i.e. 2018-19, 2019-20 & 2020-21.		
11.	The Agency must submit a Solvency Certificate from their bankers for more than Rs. 1 Crore.		
12.	The Agency should be validly registered under the Contract Labour (Regulation and Abolition) Act, 1970. Documentary evidence in support of this must be submitted with the tender.		
13.	An Agency must submit an undertaking stating the date and time that they have visited the work place (JNU Site) before submitting the tender documents		
14.	The Agency shall provide the list of equipments/machineries, to be used in performing the aforesaid work.		
15.	The Agency must provide the information about numbers of workers may be deployed to carry out aforesaid work at JNU site, Semi Skilled and Unskilled separately.		

I/we hereby undertake that if any information given in the technical Bid/Tender document is found to be false/incorrect at any stage after opening of the Bid or award of the Contract, the Bid/Contract may be rejected and Bid/Performance Security may be forfeited by JNU.

**Name /Signature of the Contractor
Or his Authorized signatory with seal of the Agency**

NOTE: - All the details above are compulsory to be provided either Yes or No, failing which the bid will be liable to be rejected summarily. Kindly mention page no. on which details regarding point 6, 14 and 15 are given, failing which bid shall not be considered.

JAWAHARLAL NEHRU UNIVERSITY
NEW DELHI-110067

FINANCIAL BID to be submitted online in BOQ Format

Note:

1. The financial bids will be evaluated based on the rate quoted by the bidder in the price bid format.

2. As per GFR Rule 173(i), if an Agency quotes “NIL” service charges/consideration, the bid shall be treated as unresponsive and will not be considered and will be summarily rejected.

Sr. No.	Brief description	Rates to be quoted on lump sum basis (job contract basis)
1.	Services required, as per clause No.1 to 30.	
2.	Taxes or any other charges (if any)	
Total		

SERVICES REQUIRED:

REQUIREMENT OF GARBAGE COLLECTION & DISPOSAL & CLEANING OF ROADS IN JAWAHARLAL NEHRU UNIVERSITY,

1. Door-to-door collection of garbage from about 1200 to 1500 houses located on both the Campuses, i.e., old campus and new campus of J.N.U for **all seven days a week**.
2. Collection of garbage from hostels of the University for **all seven days a week**.
3. Collection of garbage from all the masonry dustbins/dumps located at various point on the Campus.
4. Sweeping/Cleaning and removal of plastic bottles, cups, glasses, waste papers from all over the campus particularly from near eateries like Ganga Dhaba, Health Centre, KC market Shopping Centre, TEFLA, back of Central Library/Academic Complexes other canteens/dhabas old campus, Brahmputra Hostel, all roads, Uttarakhand, Dakshinapuram, New Type-III, New Type-IV, Paschimabad (including staircases, lifts and common Verambdas of all Type-IV buildings) and Vice Chancellor, s residence and its surroundings (Exclusively one worker to be deployed) for **all seven days a week**.
5. Sweeping of all roads for example (Ring road, North gate to administration block, Paschimabad road, Poorvanchal road, V.C road(East Gate), Damodar hostel roads, Sports stadium road, Narmada complex road and all link roads of all residential khands for example- Uttarakhand, Dakshinapuram, Saraswatipuram, Paschimabad New & Old, Poorvanchal, and all roads of entire Campus.
6. Sweeping/Cleaning of toilets of all Civil/Electric Inquiries, Main gate, and VC gate, KC market Shopping Complex, Godawari Market, Tapti Market and Poorvanchal Market etc. of the University.
7. Collect and disposal of dry leaves, shrubs etc. from all over the campus including from hostels, parking areas, academic area, residential areas and all places in the Campus etc.
8. To control and prevention of dog and monkey menace from the University campus.
9. To remove bee hives in the Campus as and when reported.
10. Removal and disposal of dead animals as and when reported with the help of MCD.
11. Removal of all types of garbage and their proper disposal outside the University at authorized MCD site.
12. Removal of garbage's such as fused tube lights, sanitary fitting and cut hair from barber shop, garbage from fruit shop, stationary shop.
13. Picking up leftover food /kitchen waste from hostels and food outlets, Tea Canteen, general stores any other Canteen/dhabas etc.
14. All waste collected from various points have to be transported in four wheeler, rickshaw etc. (properly covered) and disposal off in the designated drop sites.
15. The Agency will ensure cleanliness of all dustbins and the area around it.
16. The Agency will not be allowed to dump the generated waste at any place other than the specified place.
17. The Agency should also ensure that there is no any foul smell and fly/mosquito nuisance at the dumping site.
18. The Agency should segregate the waste at dumping site only as bio waste and non bio waste.
19. The Agency should be able to compost the entire bio waste as per the procedures laid down. The manure will be used by the University and its staff as and when required.
20. The Agency will sieve and pack the entire compost into small bags, after screening items like glass piece, nails and stone pieces etc.
21. The recyclable material will be stored and sold to recycling agencies only.
22. The Agency has to provide two Tata 407 or two big tempo and 10 rickshaws (**Electrical preferably**) for picking up garbage & leftover food from all Hostel and other food outlets, Academic Complex Area and for collection of door to door waste from 1200-1500 houses.
23. The Agency must provide all safety gears like mask, gloves heavy leather gloves for handling items like broken glass, nails etc. and light cotton gloves for handling garbage's where, minor injury is not even anticipated.
24. Sweeping, moping and cleaning of toilets of all Civil/Electric Inquiries, Main gate, and VC gate, KC market Shopping Complex, Godawari Market, Tapti Market and Poorvanchal Market etc. of the University.
25. Metal/Steel containers at the garbage dumping site, which should be used for collecting/stocking the garbage & enabling transportation (mechanically) from containers to trucks (for disposal to the MCD dumping sites).
26. Garbage should be removed from the dumping site within 48 hours through approved MCD approved trucks and should be disposed off at its own cost at the MCD approved dumping site.
27. Rickshaws/vans should be used/ deployed for collection of garbage from various sites within the campus for accumulation of garbage at the approved garbage dumping site.
28. Selected vendor has to provide all basic facilities of drinking/washing water, washroom/toilets, First Aid Box etc., as per labour law to its work charged employees at its own cost.
29. Any other sanitary work assigned by the Sanitation Cell/Joint Registrar (Estate).
30. Total Area for Sanitation is mentioned in Annexure-III

**Name & Signature of the Contractor
Or his Authorized signatory with Seal of the Agency/Company.**

AREA OF ROADS IN JNU CAMPUS**A. Main Road**

S.No.	Location	Area in Sqm.
1.	North Gate to Admin T-Point	8400 Sqm.
2.	Ring Road	14539 Sqm.
3.	Nursery T-Point to East Gate	8400 Sqm.
4.	Ring Road to P. Chal	3150 Sqm.
5.	AGH to Yamuna Hostel	4200 Sqm.
6.	K.V. T-Point to Transit House	2450 Sqm.
7.	Road infront to Tapti Hostel	1400 Sqm.
8.	DP entry from main road near 9 DP	350 Sqm.
9.	Admin front	2800 Sqm.
10.	Ring Road to Paschimabad qtr.	7560 Sqm.
	Total	53249 Sqm.

B. Internal Roads

S.No.	Location	Area in Sqm.
1.	Saraswati Puram	8265 Sqm.
2.	Uttarakhand	6500 Sqm.
3.	Dakshinapuram	6700 Sqm.
4.	Paschimabad	6900 Sqm.
5.	Poorvanchal	6330 Sqm.
6.	Academic	7160 Sqm.
7.	CRS	2100 Sqm.
8.	JNIAS	150 Sqm.
9.	ASC	1900 Sqm.
10.	Law and Governance	300 Sqm.
11.	VC Res	350 Sqm.
12.	Stadium	2000 Sqm.
13.	Tapti to Chandrabhaga Hostel	4950 Sqm.
	Total	53605 Sqm.

C. Parking

S.No.	Location	Area in Sqm.
1.	Saraswati Puram	1200 Sqm.
2.	Uttarakhand	3990 Sqm.
3.	Dakshinapuram	2700 Sqm.
4.	Poorvanchal	12700 Sqm.
5.	Academic	2500 Sqm.
6.	JNIAS	900 Sqm.
7.	Law and Governance	900 Sqm.
8.	Stadium	600 Sqm.
	Total	25490 Sqm.

D. Area of Internal Court yard of Kamal Complex (KC) - **429 Sqm.**

E. Footpath - **9000 Sqm.**

F. Area of Parking opposite Admin Building - **2500 Sqm.**

**Name & Signature of the Contractor
Or his Authorized signatory with Seal of the Agency/Company.**

List of Sanitation Materials

<u>S.No.</u>	<u>Name of Article</u>
1.	Broom Road
2.	Bamboo Lathi
3.	Jharu Ring
4.	Bori for Collecting Garbage
5.	Panjee for Garbage Collection
6.	Hand Gloves
7.	Masks
8.	Gumboots
9.	Cleanzo/Phenyl
10.	Platform Brush
11.	Wiper
12.	Commode Brush
13.	Napthalene Balls
14.	Harpic
15.	Broom Nariyal
16.	Broom Phool
17.	Pocha
18.	Any other items required for Sweeping/Cleaning

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____, between, on one hand, the President of India acting through **The Registrar, JNU, New Delhi** (hereinafter called the "BUYER, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by _____ (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU/Autonomous Body performing its functions on behalf of the President of India?

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 1.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 1.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 1.3 The BIDDER further undertakes that it has not give, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 1.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 1.5 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 1.6 The BIDDER further Agency and declares to the BUYER that the BIDDER is the original manufactures/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or Agency or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, Agency or company in respect of any such intercession, facilitation or recommendation.
- 1.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 1.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 1.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 1.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 1.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 1.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 1.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers to the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's Agency, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 1.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

Previous Transgression

- 1.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 1.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Performance Security Deposit

- 1.1 **Performance Security @ 10% of the total value of contract amount in the form of an Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee from a Commercial bank or online payment in an acceptable form in favour of FINANCE OFFICER, JNU within the stipulated time period upon award of contract.** The performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the successful bidder under the contract.
- 1.2 The Performance Security shall be valid up to a period of One Year and Four Months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the University, including contract period, whichever is later.
- 1.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the University to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 1.4 No Interest shall be payable by the University to the BIDDER on Performance Security for the period of its currency.

Sanctions for Violations

- 1.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the University and the University shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the University, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the University, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the University resulting from such cancellation/rescission and the University shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the University.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letter of Credit have been received in respect of any contract signed by the University with the BIDDER, the same shall not be opened.

- (x) Forfeiture of Performance Bond in case of a decision by the University to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 1.2 The University will be entitled to take all of any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute created for prevention of corruption.
- 1.3 The decision of the University to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

- 1.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 1.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 1.3 The parties hereby sign this Integrity Pact at _____ on _____

University
Registrar (Jawaharlal Nehru University)
New Delhi-110067

Bidder

Witness

Witness

1.

1.

2.

2.

*Provisions of these clauses would need to be amended/deleted in line with the policy of the University in regard to involvement of Indian agents of foreign suppliers.