Central University of Rajasthan (NH-8, Bandarsindri, Kishangarh, Dist-Ajmer, Rajasthan 305817)



NIT. No.: CURAJ/R/F.144/2023/.....

Date:....



कार्य का नाम **Name of Work**

Relaying of the existing surface inside the hostels for Synthetic turf badminton courts,

Rs. 10,00,000/-

Central University of Rajasthan

The Registrar, Central University Rajasthan, Bandarsindri, Dist. Ajmer (Raj.) invites item rate tenders from the ISO 9001:2015 Certified tenderer/firm for the work mentioned below.

NIT No. CURAJ/R/F.144/2023/145/4739	Date: 24.02.2023
Name of Work :	Relaying of the existing surface inside the hostels for Synthetic turf badminton courts
Estimated Cost :	Rs. 10,00,000/-
Earnest Money :	Rs. 20,000/-
Pre – Tender Meeting & Inspection of site	At 1530 Hrs on 28.02.2023
Last time and date of submission of Tender	Upto 1400 Hrs. on 02.03.2023
Time & date of opening of tender	At 1500 Hrs. on 02.03.2023

The tender forms and other details can be obtained from the website <u>www.curaj.ac.in</u> or <u>www.epublishing.gov.in</u>

Notice inviting tender approved for Rs. 10,00,000/- /- (Rupees Ten lakh Only).

Registrar Central University of Rajasthan Bandarsindri, Ajmer

Central University of Rajasthan

Name of Work: Relaying of the existing surface inside the hostels for Synthetic turf badminton courts

SL. NO.	DESCRIPTION	PAGE NOS.
1.	Tender Notice	02
2.	Index	03
3.	Information and Instructions for Contractors for tendering	4-6
4.	Integrity Agreement	7-10
5.	Notice Inviting for Tendering	11 – 12
6.	Item rate tender & contract for work, Acceptance	13 – 15
7.	Schedule A, B, C, D, E, F	16 – 18
8.	General Rules & Directions	19 – 21
9.	Additional Conditions	22 - 23
10.	Additional Specifications	24 - 24
11.	Guarantee Bonds/Affidavit for work (Annexure I to II)	25 - 27
13.	Schedule of Quantity for work	Attached in Financial bid

INDEX

Certified that this NIT contains 1 to 27 pages including NIL drawings.

Notice inviting tender approved for Rs. 10, 00, 000/- (Rupees Ten Lakh).

Registrar

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDERING

The Registrar, Central University Rajasthan, Bandarsindri, Distt. Ajmer (Raj.) invites item rate tenders from the ISO 9001:2015 Certified tenderer/firm for the work mentioned below:

S. No.	NIT No.	ne of work & Location	nated cost put to tender	Earnest Money Deposit	Period of completion	Last date & time of submissio n of tender	date of
1	2	3	4	5	6	7	9
	CURAJ/R/F.144/2023/Date:	Relaying of the existing surface inside the hostels for Synthetic turf badminton courts at Central University of Rajasthan	Rs. 10, 00,000/-	20,000/-	45 days	Upto 1400 hrs on	At 1500 hrs on

- 1. The intending **tenderer** must read the terms and conditions carefully. He should only submit his tender, if he considers himself eligible and he is in possession of all the documents required. Information and instructions for tenderers posted on website shall form part of tender document.
- 2. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract and other necessary documents can be seen and downloaded from website www.curaj.ac.in or www.eprocure.gov.in free of cost.
- 3. Copy of ISO Certification, EMD and certificate of work experience as required shall be submitted along with technical bid.
- 4. Earnest Money Deposit (EMD): EMD of Rs. 20,000/- shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form in favouring of Central University of Rajasthan Payable at Bandarsindri/Kishangarh.
- 5. The successful tenderer shall be required to submit a Performance Guarantee of 3% (Three percent) of the composite contract amount within a period after issue of letter of acceptance as specified in schedule 'F'. This period can be further extended by the

Registrar, Central University of Rajasthan on written request of the tenderer.

- 6. **Security Deposit:** 2.5% of the billed amount shall be deducted from the bill. The said security deposit shall be returned after satisfactorily completion of defect liability period. This security deposit shall be forfeited if he/they fails to comply with any of the conditions of the contract. No interest shall be paid on the security deposit.
- 7. Liquidity Damage: 0.5% per week of delay subject to maximum of 10% of contract value.

8. Defect Liability Period:

The work executed shall be guaranteed for a period of **05 years for turf work** from the date of taking over the installation by the department against unsatisfactory performance and / or break down due to defective design, workmanship of material etc. The equipment or components, or any part thereof, so found defective during this guarantee period (defect liability period) shall be forthwith repaired or replaced free of cost, to the satisfaction of the University. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the University in this regard shall be final.

9. Payment Terms:

The payment will be made in the ratio of 60:40. Sixty percent payment of the total order value will be made after the delivery of the material and remaining 40 percent will be made after successful completion of the work. No advance payment will be made. Income tax and all other statutory tax deduction will be made as per Govt. of India norms.

- 10. Goods and Service Tax turn over tax, Excise duty, work contract tax or any other tax on materials as applicable shall be paid by the tenderer himself. <u>The tenderer shall quote his rates considering all such taxes</u>.
- 11. The tender form can be downloaded from the University website <u>www.curaj.ac.in</u> or CPP Portal <u>www.epublishing.gov.in</u>.

12. Documents to be accompanied along with Technical Bid (minimum eligibility criteria).

- 12.1 Attested copy of Registration certificate or registered partnership deed of firm if firm is in partnership (GST Registration).
- 12.2 The bidder should fulfil the criteria of satisfactory execution of works as given below:
 - a) Three similar work of value not less than 40% of the estimated cost put to tender, or
 - b) Two similar works of value not less than 60% of the estimated cost put to tender or
 - c) One similar work of value not less than 80% of the estimated value completed in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited.
- 12.3 Certificate ISO 9001:2015 of the tenderer/firm.
- 12.4 Undertaking regarding non- blacklisting of any Government body.
- 12.5 Earnest Money Deposit (EMD) of Rs. 20,000/-.

12.6 The bidder should have average annual financial turnover (gross) of Rs. 5.00 Lakhs of sports field development related works during the immediate last three consecutive financial years balance sheets, ending 31st March 2022, duly audited by Charted Accountant. Year in which no turnover is shown would also be considered for working out the average.

13. Sealed envelope should contain 2 sealed envelopes marked A & B as prescribed as under:

- a) Envelop A containing the Technical Bid, EMD along with the supporting documents,
- b) Envelop B containing the Financial Bid.
 - Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the Tender Box, Dispatch Section Room No 101, Ground Floor, Administrative Building, Central University of Rajasthan up to period mentioned above.

The Goods and Service Tax, Turnover Tax, Excise Duty, Work Contract Tax, or any other Tax as applicable shall be paid by the tenderer himself. The tenderer shall quote his rates considering all such Taxes.

Note: Every care has been taken while preparing this document to cover all necessary information, matters, specifications, general conditions, special conditions & provisions for smooth and complete execution of works.

<u>To be signed by the tenderer and same signatory competent / authorised</u> tosign the relevant contract on behalf of Central University of Rajasthan

INTEGRITY AGREEMENT

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT No.CURAJ/R/F.144/2023/.....date:.....``Tender/Tender'') and intends to award, under laiddown organizationalcontract for Relaying of the existing surface inside the hostels for Synthetic turf badmintoncourts at Central University of Rajasthan hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Tenderer(s) with equity and reason. The Principal/Owner will, in, before and during the Tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner shall endeavour to exclude from the Tender process any

person, whose conduct in the past has been of biased nature.

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

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

1) It is required that each Tenderer/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Tenderer(s)/Contractor(s) commit himself to take all measures necessary to

prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Tenderer(s)/Contractor(s) will not enter with other Tenderer(s) into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.

c) The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner

as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Tenderer(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could tender in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Tenderer(s)/Contractor(s) will, when presenting his tender, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

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

Article 3: Consequences of Breach

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

1) If the Tenderer(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Tenderer(s)/ Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Central University of Rajasthan.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/ Owner has disqualified the Tenderer(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Tenderer/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Tenderer declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Tenderer/Contractor as deemed fit by the Principal/ Owner.

3) If the Tenderer/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

2) The Principal/Owner will enter Pacts on identical terms as this one with all Tenderers and Contractors.

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12

months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other tenderers, till the Contract has been awarded.

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

Article 7- Other Provisions

1) Changes and supplements need to be made in writing. Side agreements have not been made.

2) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Tenderer/Contractor)

WITNESSES:

1.2.(Signature, name and address)

(signature, name and address)

Place:

Dated:....

CENTRAL UNIVERSITY OF RAJASTHAN Notice Inviting Tender

Percentage rate tenders are invited on behalf of Central University of Rajasthan from the ISO 9001:2015 certified firm for the work of **Relaying of the existing surface inside the hostels for Synthetic turf badminton courts at Central University of Rajasthan**".

The enlistment of the contractors should be valid on the last date of submission of tender. In case only the last date of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

- 1. The work is estimated to cost Rs. 10,00,000/- This estimate, however, is given merely as a rough guide.
- 2. Agreement shall be drawn with the successful tenderers on prescribed Form in this document.
- 3. Delivery of all the material and items pertaining to tender shall be within 20 days from the date of supply/ work order. The time allowed for carrying out the work will be **45 days** from the date of startor from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- 4. The site for the work is available.
- 5. Tender document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website <u>www.eprocure.gov.in</u> or <u>www.curaj.ac.in</u> free of cost.
- 7. The Contractor whose tender is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the tender amount within the period specified in Schedule "F". Banker cheque /demand draft/FDR/ pay order, Bank Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form. This performance guarantee shall be returned to the contractor without any interest after completion of contract period.
- 8. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub- soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at hisown cost all materials, tools & plants, water & electricity and facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
- 9. The competent authority on behalf of the Central University of Rajasthan does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which

any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

- 10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 11. The competent authority on behalf of Central University of Rajasthan reserves to himself the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rate quoted.
- 12. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders if any tenderers withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the re-tendering process of the work.
- 13. This notice inviting tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 10 days from the stipulated date of start of the work, sign the contract consisting of:
 - a) The Notice Inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender.

Central University of Rajasthan Item Rate Tender & Contract for Works

Tender for the work of :- Relaying of the existing surface inside the hostels for Synthetic turf badminton courts at Central University of Rajasthan.

(A) (i) Tenders to be submitted upto 14:00hrs on..... to The Registrar, Central University of Rajasthan at Room No-101, Administration Building, Central University of Rajasthan, Bandarsindri, Distt. Ajmer.

(ii) To be opened online/offline in presence of tenderers who may be present at 15:00 hrs onin the Conference Room, Administrative Building, Central University of Rajasthan, Bandarsindri, Distt. Ajmer.

TENDER

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

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

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

All the tenderers are requested to submit the EMD of Rs. 20,000/-. If I/We fail to furnish the prescribed performance guarantee of tender form within prescribed period. I/We agree that the University, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that University shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that University shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained byhim towards security deposit to execute all the works referred to in the tender documents upon the terms conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

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

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

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to

any person other than a person to whom I/we am/are authorized to communicate the same or use theinformation in any manner prejudicial to the safety of the state.

Dated _____

Signature of Tenderer Postal Address*_____

Telephone No.* Fax

E-Mail

Witness**:

Address**:

Occupation**:

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

A C C E P T A N C E

).

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

____(Rupees

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

a)

b)

c)

For & on behalf of Central University of Rajasthan

Signature _____

Dated _____

Designation

SCHEDULES OF WORKS

SCHEDULE 'A'

Schedule of quantities

(a) Work – Attached in Financial bid

SCHEDULE 'B':

Schedule of materials to be issued to the contractor

S.No. E	Description of item	Quantity	Rates in figures & words the material will be charged to the contractor	issue
1	2	3	4	5
NIL				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

SCHEDULE 'D'

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

------ NIL -----

SCHEDULE "E"

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

Name of work Tender for the work of: - Relaying of the existing surface inside the hostels for 07 Synthetic turf badminton courts at Central University of Rajasthan.

Estimated Cost of work

: Rs. 10, 00,000/-

SCHEDULE 'F' (FOR CIVIL COMPONENT OF WORK)

- 1. Reference to General Conditions of contract: General Conditions of contract for Central PWD Works 2020.
- 2. Name of work: Relaying of the existing surface inside the hostels for 07 Synthetic turf badminton courts at Central University of Rajasthan.
 - (i) The work is estimated to cost: Rs. 10,00,000/-
 - (ii) Earnest Money Deposit: Rs. 20,000/- shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form in favouring of Central University of Rajasthan Payable at Bandarsindri/Kishangarh.
 - (iii) Performance Guarantee: 3% (Three percent) of accepted tendered amount.
 - (iv) Security Deposit: 2.5% (Two-point five percent) of accepted tendered amount

3.	General Rules & Directions	
(i)	Officer inviting tender:	Registrar, Central University of Rajasthan, Bandarsindri, Ajmer
(ii)	Maximum percentage for quantity of items of work to be executed beyond which rates are to determined in accordance with Clauses 12.2 & 12.3	As given under clause 12 of schedule 'F'.
4.	Definition	Pagistrar Control University of Pajasthan
(i) (ii)	Accepting Authority Standard Schedule of Rates	Registrar, Central University of Rajasthan, Market Rate
(iii)	Department	Sports Section, CURaj
CLA	USE 1	
a.	Time allowed for submission of Performance	6.
b.	guarantee from date of issue of letter of acceptance Maximum allowable extension beyond the peric as provided in (i) above	
	USE 2 ority for fixing compensation under clause 2	Registrar, CURaj, Bandarsindri, Ajmer
	USE 2A	
Whe	ther Clause 2 (A) shall be applicable	Applicable
CLA	USE 5	
(i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	of 10 Days
(ii)	Time allowed for execution of work	45 Days
(iii)	Extension of time	Registrar, CURaj, Bandarsindri, Ajmer
(iv)	Rescheduling of milestones	Registrar, CURaj, Bandarsindri, Ajmer
CLA	USE 6 / 6A	
Clau	se applicable	6A (Applicable)
Gros	USE 7 s work to be done together with net payment/adjust the last such payment for being eligible to interim	
	USE 10B (ii) ther clause 10-B(ii) shall be applicable	Yes
	USE 10C ponent of labour expressed as percentage of value of	of NA
	USE 10 (CC) ther Clause 10 (CC) shall be applicable	Not Applicable
	USE 16 petent Authority for deciding reduced rates - 17 -	Registrar, CURaj, Bandarsindri, Ajmer

CLAUSE 17	Applicable
CLAUSE 18 List of mandatory machinery, tools & plants to be deployed by the tenderer at site	As per requirement
CLAUSE 25	

Constitution of Dispute Redressal Committee (DRC)Competent AuthoritytoappointDRCDRCVice Chancellor, Central University of
Rajasthan

GENERAL RULES & DIRECTIONS

General Rules &1.All work proposed for execution by contract will be notified in a
form of invitation to tender pasted in public places and signed by
the officer inviting tender.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit and performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorising him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
- 3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be singed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- Applicable for Item1.The rate(s) must be quoted in decimal coinage. Amounts must be
quoted in full rupees by ignoring fifty paisa and considering more
than fifty paisa as rupee one.
 - 2. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Registrar CURAJ, or Engineer in-charge of major & minor component(s) and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of nonsubmission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

Applicable for Item 3. In the case of Item Rate Tenders, only rates quoted shall be Rate Tender only considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

> However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.

3(i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the tendered amount within the period specified in Schedule F. This

guarantee shall be in the form of Demand draft, Fixed Deposit Receipts or Guarantee of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

(ii)The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

- 4. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Secretary, Games & Sports shall be communicated in writing to the Secretary, Games & Sports.
- 5. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
- 6. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Registrar / Secretary, Games & Sports may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

ADDITIONAL CONDITIONS

- 1. The contractor shall make his own arrangements for obtaining electric connection and water (if required) and make necessary payments directly to the department concerned (University).
- 2. The contractor shall leave such necessary holes opening etc. for burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring /cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
- 3. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and a tenderer by their rule and regulations and pay all fees and charges which he may be liable.
- 4. The work shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time, by the Secretary, Games & Sports. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension of the drawings shall be superceding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Secretary, Games & Sports before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim whatsoever shall be entertained on this account.
- 5. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
- 6. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications abbreviated nomenclature of item of DSR 1981 (bilingual) shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
- 7. In the case of items of which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for running account bill.

The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.

- 8. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the University representative. Nothing extra shall be paid on this account.
- 9. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.
- 10. Various factory-made materials shall be procured from reputed and approved manufacturers or

their authorized dealers.

- 11. The contractor shall take instruction from the University representative for stacking of materials at any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.
- 12. The material shall conform to the quality and make. However, for the items not appearing in the list preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of sample brought by the Contractor shall be judged by the standard laid down in the relevant ISI specification. All materials and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles which bear ISI mark but stand banned by University will not be used. Notwithstanding the case of materials of "Preferred Make" as given in Annexure V, provisions of Clause 10A of the General Conditions of Contract for Central PWD works shall be applicable on the materials of "**Preferred Make**" also.

10 - ADDITIONAL SPECIFICATIONS

- 1.0 <u>GENERAL</u>
- 1.1 The work in general shall be executed as per the description of the item, specification attached.
- 1.2 In case of any variation between different applicable specifications, the following order of precedence will be followed :
 - I. Nomenclature of item
 - II. Additional condition, Additional specification and Particular specifications attached with the tender document.
 - III. Indian Standard Specifications of B.I.S.
 - IV. Synthetic (Acrylic) and turf work should done with ITF and FIFA Approved material
 - V. Decision of Secretary, Games & Sports.
- 1.3 The work shall be executed and measured as per metric units given in the schedule of quantities, drawings etc. (F.P.S. units) wherever indicated are for guidance only).
- 1.4 Wherever any reference to any Indian Standard Specification occurs in the documents related to this contract, the same shall be inclusive of all amendments issued there to or revisions thereof, if any, upto the date of receipt of tenders.
- 1.5 Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods subsoil water table being high due to any other cause whatsoever.
- 1.6 Tenderer /Firm should be ISO 9001:2015 Certified
- 1.7 Tenderer /Firm should have Sports Infrastructure development background
- 1.8 Pre bid meeting and site inspection is compulsory 02 days before the opening date of the tender.

Annexure –I

FORM OF PERFOMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called " the CURAJ ") having offered to accept the terms and conditions of the proposed agreement between

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

2. We_____do hereby undertake to pay the (Indicate the name of the Bank).

amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee . However , our liability under this guarantee shall be restricted to an amount not exceeding Rs .______ (Rupees_______ only)

3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.

4. We_____further agree that the guarantee herein contained

(Indicate the name of Bank)

shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till University Representative on behalf of the CURAJ, certifies that the terms and conditions of the said Agreement have been fully and properly carried out be the said contractor (s) accordingly discharges this guarantee.

5.	We	further agree with the CURAJ that the
	(Indicate the	name of Bank)
		have the fullest liberty without our consent, and without affecting in any obligations hereunder, to vary any of the terms and conditions of the said
		to extend time of performance by the said contractor (s) from time to time or
		or any time or from time to time any of the powers exercisable by the CURAJ id contractor (s) and to forebear or enforce any of the terms and conditions
	relating to the	e said agreement & we shall not be relieved from our liability by reasons of riation or extension being granted to the said contractor (s) or for any
	•	act of omission on that part of the CURAJ or any indulgence by the
		to the said contractor (s) or by any such matter or thing whatsoever which relating to sureties would, but for this provision, have effect of so relieving
	us.	
6	The guarantee	e will not be discharged due to the change in the constitution of the Bank or

- 6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
- 7. We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the CURAJ in writing.

Dated the _____ day of _____ For _____

(Indicate the name of Bank)

<u>Annexure –II</u>

AFFIDAVIT

I / We have submitted a bank guarantee for the work _____

(Name of work)		
Agreement No.		
Dated	from	
		(Name of the Bank with full address)
to the University representativ	/e	with a view
	(Name of the Divis	sion)
to seek exemption from payn	nent of performance guara	antee in cash. This Bank guarantee expires
on		I / We undertake to keep the validity
of the bank guarantee intact	by getting it extended fro	om time to time at my / our own initiative
upto a period of	months at	fter the recorded date of completion of the
work or as directed by the Un	iversity representative.	

 $\rm I$ / We also indemnify the Government against any losses arising out of non-encasement of the bank guarantee if any.

(Deponent) Signature of Contractor

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

राजस्थान केंद्रीय विश्वविद्यालय

Central University of Rajasthan

NH-8, Bandarsindri, Kishangarh-305817, Ajmer (Raj.)

FINANCIAL BID

NIT No. CURAJ/R/F.144/2023/_____

Date:

NAME OF THE WORK: Relaying of the existing surface inside the hostels for 07 Synthetic badminton courts at Central University of Rajasthan.

S. No.	Description	Qty.	Unit	Rate	Amount
1	Providing and fixing of FIFA approved 15 mm turf. Turf Type : Multipurpose Turf Pile Height: 15mm Stitch Rate: 33/10 cm DTEX: 5500 Density : 69300 Backing PP Cloth + Mesh + SBR Latex Yarn: PE Curly Roll Size: 6.5x82 Feet Line marking Turf installation Infilling, glue & tape If required minor civil work	8750 (1250 x 07)	sq feet		
	Total Amount (in Rs.) incl. GST			Rs.	

Note:- Rate quoted by Contractor should include all the factors e.g. Cartage, Wastage, Excise, all types of taxes such as GST as applicable, Contractor's overhead & profit etc.. Nothing extra will be paid to Contractor.

Seal & Signature of Bidder

CENTRAL UNIVERSITY OF RAJASTHAN

(Established under the Central Universities Act 2009) Bandarsindri – 305817 Distt.: Ajmer, Rajasthan. www.curai.ac.in

TENDER NOTICE

राजस्थान केन्द्रीय विश्वविद्यालय में सिंथेटिक टर्फ बैडमिंटन कोर्ट के लिए छात्रावासों के अंदर मौजूदा सतह को रिले करने के कार्य एवं आपूर्ति के लिये निविदा सूचना।

राजस्थान केन्द्रीय विश्वविद्यालय राष्ट्रीय राजमार्ग ८, किशनगढ़ जिला अजमेर 305817 दूरभाषः 01463– 238755 वेबसाइट_www.curaj.ac.in
सी0यू0आर0ए0जे0 / क्र0य / टेण्डर / 2022-23/4739 दिनांकः 24.02.2023
निविदा सूचना
विश्वविद्यालय में सिंथेटिक टर्फ बैडमिंटन कोर्ट के लिए छात्रावासों के अंदर मौजूदा सतह को रिले करने कार्य एवं_आपूर्ति के लिये निर्माताओं/चैनल पार्टनर/अधिकृत विक्रेताओं / फर्मों से मुहर बंद निविदायें आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता मुहर बंद लिफाफे में पूर्ण रूप से भरी हुई निविदा (तकनीकी और वित्तीय अधोहस्ताक्षरकर्ता के कार्यालय में दिनांक 02-03-2023 को अपराह्न 02.00 बजे तक भेज सकते हैं। प्राप् निविदायें उसी दिन अपराह्न 3.00 बजे उपस्थिति निविदाकर्ताओं के समक्ष्क (यदि उपस्थिति हों) खोर्ल
जायेंगी, निविदा सूचना एवं विस्तृत जानकारी विश्वविद्यालय वेबसाइट <u>www.curaj.ac.in</u> एवं CPI Portal <u>https://eprocure.gov.in</u> पर उपलब्ध है। कलसार्चि

Tender Notice for supply and work of Relaying of the existing surface inside the hostels for Synthetic turf badminton courts at Central University of Rajasthan

Central University of I NH-8 Bandarsindri, Kishangarh, Tel: 01463 – 238755 Website	Distt-Ajmer-305817
CURAJ/Purchase/Tender/2022-23/4739	Dt. 24.02.2023
TENDER NOTICE	
Sealed quotations are invited from the Manu	
Channel Partners/ Dealers/Firms for supply a of the existing surface inside the hostel	
badminton courts at Central University of 1 completed in all respects along with technical reach the office of the undersigned on or befo 02.00 P.M. Technical Bids will be opened on sa in the presence of available bidders, if any. For visit our website <u>www.curaj.ac.in</u> and https://eprocure.gov.in	Rajasthan. Quotations and price bids should ore 02-03-2023 up to ame day at 03.00 P.M. further details, please
	Registrar