



Tender No. CURAJ/R/F. 143/2022/3745

Dated: 23.12.2022

**CENTRAL UNIVERSITY OF RAJASTHAN
NH-8, BANDARSINDRI, KISHANGARH,
Dist. AJMER-305 817, RAJASTHAN (INDIA)**

TENDER DOCUMENT

**FOR MAINTENANCE OF HORTICULTURE WORK AND
MAINTENANCE OF DRIP IRRIGATION SYSTEM
CENTRAL UNIVERSITY OF RAJASTHAN NH-8, BANDAR
SINDRI, KISHANGARH, Dist. AJMER-305 817, RAJASTHAN
(INDIA)**

**REGISTRAR
CENTRAL UNIVERSITY OF RAJASTHAN
NH-8, BANDARSINDRI, KISHANGARH,
Dist. AJMER-305 817, RAJASTHAN (INDIA)**

**CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDARSINDRI,
KISHANGARH, Dist. AJMER-305 817, RAJASTHAN (INDIA)**

Tender No. CURAJ/R/F.143/2022/3745

Dated: 23.12.2022

*“Maintenance of Horticulture work and Maintenance of Drip Irrigation system
CENTRAL UNIVERSITY of RAJASTHAN NH-8, BANDARSINDRI,
KISHANGARH, Dist. AJMER-305 817, RAJASTHAN (INDIA)*

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Notice Inviting Tender

Name of work: Horticulture maintenance work and maintenance of drip irrigation system at Central University of Rajasthan.

Central University of Rajasthan invites sealed tender for “*Maintenance of Horticulture work and Maintenance of Drip Irrigation system at Central University of Rajasthan*” from registered Horticulture Contractors of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government.

NIT No: CURAJ/R/F.143/2022/3745

Date: 23.12.2022

Estimated Cost: Rs.70,07,988/-

EMD : Rs.1,50,000/-

Period of Contract: 12 (Twelve Months) (extendable for one year subject to satisfactory services)

Time and date of submission of bid: 06.01.2023 till 02.00 PM

Date of opening of Technical Bid : 06.01.2023 at 03.00PM

(Sealed Tenders should be dropped in tender box available in Room Number 101 Ground floor Administration Building)

The tender form and other detail can be obtained from the university website www.curaj.ac.in and CPP Portal

Registrar

TENDER DOCUMENT FOR “MAINTENANCE OF HOTRICULTURE WORK AND MAINTENANCE OF DRIP IRRIGATION SYSTEM AT CENTRAL UNIVERSITY OF RAJASTHAN.

(NIT No: - CURAJ/R/F. 143/2022/3745

Dated: 21.12.2022)

Clause- 1 General terms and conditions

- 1.1 Sealed tenders are invited by the Central University of Rajasthan, NH-8, Bandarsindri, Tehsil- Kishangarh from registered Horticulture contractor of appropriate class in CPWD, Rajasthan PWD or similar Govt Departments for maintenance of plants and various horticulture works within the campus of Central University of Rajasthan. as per the terms and conditions of the tender document available on the University website www.curaj.ac.in and CPP portal. Details of terms & conditions for Offers can be obtained from the University website www.curaj.ac.in and CPP portal.
- 1.2 The work is estimated to cost **Rs.70,07,988/- (Rs. Seventy lakh seven thousand nine hundred eighty eight only) for one year.**
- 1.3 **Documents to be accompanied along with Technical Bid (minimum eligibility criteria).**
 - 1.3.1 Attested copy of Registration certificate or registered partnership deed of firm if firm is in partnership (GST Registration).
 - 1.3.2 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.
 - 1.3.3 Enlistment Certificate/ Order of the CPWD/ Rajasthan PWD or similar Government Departments.
 - 1.3.4 Undertaking regarding non- blacklisting of any Government body.

- 1.3.5 Earnest Money Deposit (EMD) of Rs. 1,50,000/-
- 1.3.6 The bidder should have **average annual financial turnover (gross) of Rs.36.00 Lakhs** of Similar works during the immediate last five consecutive financial years balance sheets, ending **31st March 2022**, duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- 1.3.7 Each page of the NIT should be numbered and signed by the bidding agency or its authorised representative duly witnessed with the seal of the firm.

Note: Similar Nature of work means work related to Horticulture works/ Maintenance Works.

1.4 -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 contractor himself. **The contractor 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. However, in case of any omission in the tender/ contract document, the most recent version of general conditions of contract for CPWD Works, 2020 shall be the reference manual.

- 1.5 The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDARSINDRI, KISHANGARH, Dist. AJMER, shall be final.
- 1.6 Technical bid must be accompanied with the documents as mentioned above of this tender document, failing which, the bid will be considered as incomplete and will not be evaluated.
- 1.7 Interested bidders are advised to inspect and examine the site before submitting their tenders. A tenderer shall be deemed to have full knowledge of the site whether being inspected or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
- 1.8 University has a right to execute all work or a part thereof, as per our requirement.
- 1.9 University has a right to accept or reject any or all bids without assigning any reason.
- 1.10 Canvassing in this regard will lead to cancellation of tender.
- 1.11 The agency shall not engage any sub contractor or sublet/ transfer the contract to any other agency/ person in any manner.

- 1.12 The Contractor should comply with the Child/ Labour Acts, Minimum Wage Act, EPF & Misc Provident Fund Act etc. University will not be responsible for any violation whatsoever.
- 1.13 The Contractor will have no right in making any amendment in the existing structure / landscaping covered under this contract.
- 1.14 In the event of any dispute arising out in connection with interpretation of any clause of the tender, terms and conditions of the agreement; the matter shall be referred to the arbitrator as appointed by the University.
- 1.15 The quoted rates should include all expenses inclusive of all taxes such as GST, labour cess etc. and Service Charges, other miscellaneous expenditures during currency of period of contract. GST will be paid on actual basis separately on production of the challan if applicable.
- 1.16 The University reserves the right to deviate/ amend the terms and conditions or any part thereof as per requirement of the University. The requirement may be increased or decreased during the period of contract, on the same terms and conditions agreed upon.
- 1.17 Each page of the tender should be numbered and signed by the bidding agency or its authorised representative duly witnessed with the seal of the firm.
- 1.18 The University shall not provide any sort of accommodation to the person to be deployed by the bidding agency and no cooking/ lodging will be allowed in the premises of the University at any time.
- 1.19 Tender forms are not transferable. Only the original/ downloaded complete tender form must be signed and stamped by the agency.
- 1.20 The agency shall not engage the staff/ worker below the age of 18 years. All the staff deployed by the agency shall be medically fit and their antecedent be verified prior to the deployment in the University.
- 1.21 If any complaint of misbehaviour/ misconduct comes to the notice of University, then all such responsibility shall be of the agency and any loss owing to negligence or mishandling by the staff, the contractor shall himself be responsible to make good for the losses so suffered by the University.
- 1.22 The contractor shall also comply with provision of the interstate migrant workman (regulation of employment) condition of service at 1979.
- 1.23 The engagement and employment of labourers and payment of wages to them as pre-existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

1.24 All wages allied benefits such as leave, ESI, PF, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed. Preferably the employees must be paid through electronic mode/cheques only.

1.25 The Office of the Central University of Rajasthan reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Central University of Rajasthan in this regard shall be final and binding.

Clause-2
Scope of Work

- 2.1 Complete maintenance of Trees, Plants and peripherals, shrubs, hedge, lawns,(Including cricket field and football field) cemented potted plants, flower beds, creepers etc within the campus of the Central University of Rajasthan.
- 2.2 Maintenance includes weeding, pruning, gap filling, watering, mowing of lawn, hoeing, hedge-clipping, application of insecticide & pesticide, top dressing of lawn with good earth and manure including other maintenance work as directed by the University from time to time.
- 2.3 Fertilizers, Manures, plant protection materials etc will be provided by the University. However separate rate should also be quoted for the above items (Horticulture maintenance consumables as per the financial bid).
- 2.4 The University shall provide all tools and machineries for Horticulture maintenance work and will provide the electricity free of cost. Cost of fuel and maintenance charges of machineries will be borne by the Contractor. After completion of the contract all the tools and machineries should be returned by the contractor to the University in working condition.
- 2.5 Maintenance of Drip Irrigation System, periodical checking of the system cleaning, oiling, greasing, routine maintenance, realignment, necessary safety arrangements & repair/ replacement of consumables such as Super flow screen filters, Gravel filters, Pressure relief valve, Non return valve, stainless steel pressure gauges, by pass valve PP, PVC control/ball valves, sub main flush valve, Reinforced nylon air release valve CPVC gate valves, super flow disc clean filters etc. as per direction of Engineer-in-charge. This shall include all cost involved in maintenance except for electricity for operation, which shall be provided by the University free of cost.
- 2.6 Contractors should engage experienced manpower/person for operating the water pump set/ drip irrigation system for watering the plants. For the records and maintenance purpose of water pump, Contractor should maintain the register for operation of water pump.
- 2.7 The contractor must retain sufficient manpower to cater the vacancy arisen on account of leave, weekly offs, medical problems, holidays or any other exigencies.
- 2.8 Agency shall be responsible to maintain the records of daily attendance of the staff deployed by them. However, the University reserves the right to inspect the record and verify attendance as and when required or deemed fit through its officer.
- 2.9 The successful bidder shall have to submit the performance Security @3% of the total tender value in the form of DD, Call Deposit Receipt or Bank Gaurantee.

Special Conditions of Horticulture Development & Maintenance Work

- (i) The maintenance of lawn includes, weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping and watering etc and patch work by planting the doob grass wherever dead.
- (ii) The maintenance of trees, shrubs and creepers include the maintenance of all trees, shrubs and creepers by their manuring, watering hoeing, pruning and trimming, replacement of old dead one by one and to ensure enough supply of air and water. Circular kiaries around the tree trunk are to be prepared. The creepers across wall are to be provided support by rope and other trees and shrubs by bamboo sticks as required.
- (iii) The maintenance of hedges includes their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings/cuttings dead/up-rooted plants etc.

- v) The Potted Plants are to be maintained at least at the present level of maintenance in the building, both inside the Corridors on all floors and around the building.

- vi) For having on estimate of the work involved, the interested parties should visit the campus on any working day to know the amount of work involved, before submitting their bids.

Clause-3
Terms for Payment

- 3.1 Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- 3.2 The contractor shall obtain signature from concern committee or Junior Engineer or any authorized representative of the Engineer-in Charge as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage cum Muster Roll” as the case may be in the following for:-

“Certified that the amount shown in column No..... has been paid to the workman concerned through bank account of labour on at.....”

- 3.3 The contractor whose bid is accepted will be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare board and program chart (time and progress).
- 3.4 No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board whatever applicable are submitted by the contractor to the Engineer-in-Charge.
- 3.5 The Performance Security and Security Deposit shall be forfeited, if the contractor fails to comply with any of the terms and conditions of the contract.
- 3.6 The agency shall raise the bill after making the payment to the staff/ worker deployed by them. The payment from the University shall be made within 15 days of submission of bill. Disputed amount or any amount on which clarification is required may be held up till the time, matter is sorted out. However, rest of the amount shall be released by due date.
- 3.7 The Contractor shall collect Form No. III with Work Order from CURAJ and apply for Labour License so as to receive the same from office of Assistant Labour Commissioner. The labour license along with PSD will be deposited before drawing the Agreement and commencement of work.
- 3.8** The Contractor shall disburse salary to its deployed housekeeping staff inclusive all, if any, latest by 07th of every month.
- 3.9 Penalty: Penalty with rate 2% per month(subject to maximum 10% of accepted tender value of work) of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of contractor.**
- 3.10 Monthly payment shall be paid as per attendance of the manpower recorded in the face recognize machine (arrival & departure) provided by the University.**

Clause-4
Validity

- 5.1 The contract shall be valid for a period of one year. However, the period may be extendable for one more years on year to year basis based on the satisfactory performance and at the sole discretion of the University. However any increase of minimum wage as per government notification shall be applicable and enhanced time time by the University, during all contract period. Except enhanced minimum wages nothing will be paid on this account to contractor.
- 5.2 The offer of tenderer shall remain valid for acceptance upto a period of 90 days from the date of opening of tender (opening date inclusive).
- 5.3 The approved rate shall remain valid for a period of one year(except labour wages), from the date of signing of agreement or issue of work order; however the University reserves the right to extend it for further period of another one year or part thereof on the same terms and conditions, which shall be binding on the bidder.
- 5.4 If the performance of the bidder is not found satisfactory, the agreement can be terminated by University after giving one month's notice or as deemed fit by University authority. However, contractor can terminate the agreement after giving atleast three months' notice.

A F F I D A V I T

I/ We have submitted a bank guarantee for the work: **Maintenance of Horticulture work and O/M of drip irrigation system at Central University of Rajasthan campus.**

Agreement No. _____
date _____ from _____

(Name of the Bank with full address)

to the Registrar, Central University of Rajasthan with a view to seek exemption from payment of security deposit/performance guarantee in cash. This bank guarantee expires on _____ . I/We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my/our initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the University.

I/We also indemnify the Government against any losses arising out of non-encashment of the bank guarantee, if any.

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

Dated :

(Signature of the contractor)

FORM – III

*[Under rule 21 (2) of the Contract Labour (Regulation and Abolition) Central Rules, 1971;]
and Rule 7 (3) of the Inter-State Migrant Workmen (Regulation of Employment and
Conditions of Service) Central Rules, 1980]*

FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER

(Registration No.: AJ (R)/ 13/ 2013-ALC dated 13.11.2013)

Certified that:

1. I have engaged the applicantas a contractor in my establishment for the work ofto be carried out from to
2. I undertake to be bound by all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 (37 of 1970), and the Contract Labour (Regulation & Abolition) Central Rules, 1971*/ the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Central Rules, 1980*, in so far as the provisions are applicable to me in respect of the employment of Contract Labour/ Inter-state migrant workmen* by the applicant in my establishment.
3. The engagement of contract labour in the said work is not prohibited under sub section (1) of section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) or an award or a settlement*.

Signature of Principal Employer

Place: Bandarsindri

Date :
Rajasthan

Central University of

NH-8, Bandarsindri,
Tehsil Kishangarh, Dist. Ajmer.

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of2022

BETWEEN

Central University of Rajasthan through Registrar, Central University of Rajasthan Bandersindri Dist-Ajmer 305817 (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....through
.....

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. **CURAJ/R/F143/2022/3745 date 23.12.2022**) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for - **Maintenance of Horticulture work and maintenance of drip irrigation system at Central University of Rajasthan campus**. Hereinafter referred to the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the Negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

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

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Date:

PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Date:

Bank Guarantee No :

Amount of Guarantee:

Guarantee Period: From to.....

Guarantee Expiry Date :

Last date of Lodgment:

WHEREAS Office of the Central University of Rajasthan having its Campus at NH-8, Bandarsindri, Kishangarh-305817, Dist- Ajmer (hereinafter referred to as “**The Client**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“ **Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, Maintenance of Horticulture and maintenance of drip irrigation system based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India for an amount equal to 3% (three percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under

this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PGB values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*]
.....
..... only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Ajmer for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the

Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

Undertaking

I have carefully read the all tender document and shall abide by the terms and conditions of tender documents/ contract agreement.

Date:

Signature of the authorised person with Seal