

**CENTRAL UNIVERSITY OF RAJASTHAN**  
**Bandarsindri, Kishangarh- 305817 Distt.: Ajmer, Rajasthan**

Website : [www.curaj.ac.in](http://www.curaj.ac.in)



**Providing of Tradesmen for day to day Civil Maintenance (Sub head: Supplying of civil maintenance materials and Cleaning of U/G & O/H water storage tanks) at Central University of Rajasthan.**

**Tender No: CURAJ/R/F.129/2021/864**

**Dated 06.08.2021**

**Date & Time of Technical Bid Opening: 27.08.2021 at 3 :00 PM**

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**CENTRAL UNIVERSITY OF RAJASTHAN**  
**Bandarsindri, Kishangarh- 305817 Distt.: Ajmer, Rajasthan**  
**Website : [www.curaj.ac.in](http://www.curaj.ac.in)**

**Notice Inviting Tender**

The Registrar, Central University Rajasthan, Bandarsindri, Distt. Ajmer (Raj.) invites item rate tenders from approved contractors of CPWD, MES, State PWD and Public sector undertaking setup by state/Central Government for the following work.

S. No.	Name of Work	NIT No.	Estimated Cost	Earnest Money	Duration of Contract	Time & Date of Submission of Bid	Time & Date of Opening of Technical Bid
1	Providing of Tradesmen for day to day Civil Maintenance (Sub head: supplying of civil maintenance materials and cleaning of U/G & O/H water storage tanks) at Central University of Rajasthan.	CURAJ/R/F.129/2021/864 Dated 06.08.2021.	<b>Rs. 4912510/-</b>	Exempted (Bid declaration must be submitted by the tenderer)	Months 12 (Which may be extendable for further 01 more year)	Date 27.08.2021 At 2.00 PM	Date : 27.08.2021 At 3.00 PM

Date & Time for Opening of Financial bid: To be intimated later on to technically prequalified bidders.

The tender document can be downloaded from the official website of the University: [www.curaj.ac.in](http://www.curaj.ac.in) or Central procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) at free of cost.

The Registrar reserves the right to reject any or all tender without assigning any reason(s) thereof.

Note: All subsequent corrigendum / amendments shall be published only on website and not in press. Hence participants are advised to always be in touch with our website until the tender / bid is finally opened.

**Registrar**  
**Central University of Rajasthan**

## CONDITIONS FOR SUBMISSION OF TENDER

1. **Submission of Tender:** Tenders should be submitted in sealed envelopes in two Parts separately, i.e. "Technical Bid" (Part-A) and "Financial Bid" (Part-B). Both the parts should be further sealed in an envelope super-scribing NIT No & name of work, due date for opening, bidder's name & address. The tender duly filled in may be sent to above mentioned address either by post or hand delivered in the **tender box kept in the Room No. 101, University Administrative Building It should not be handed over to any employee of the University. No tender shall be accepted later than the time schedule specified above. University will not be responsible for any delay due to postal/courier, etc. Offer submitted by Email/Fax shall not be accepted.**
  
2. **Technical Bid (Part-A)** : Under this bid, the tenderer should submit the following information which is required for pre-qualification :-  

The tenders shall be considered in technical evaluation of only those contractors, if they produce definite proof from the appropriate authority to the satisfaction of the competent authority of regarding satisfactory completion of similar works of specified magnitude mentioned below during the last 7 years, "**similar works means the works of Construction/repair/renovation of civil works.**"

One similar work	not less than 80% of Estimated cost. or
Two similar works	not less than 60% of Estimated cost or
Three similar works	not less than 40% of Estimated cost.
  
3. **The tenderer should furnish attested copies of following documents:-**
  - 1) Copy of Registration of firm/ establishment/ company & contractors enlistment certificate of appropriate class valid upto date.
  - 2) Copy of the PAN CARD of the Proprietor/Partner/Company.
  - 3) Copy of Registration under GST & TIN No.
  - 4) Copy of documentary proof mentioning the work experience of bidder as per similar work clause mentioned in tender document.
  - 5) Non blacklisting declaration. (on letter head)
  - 6) Declaration regarding no ongoing police case/ vigilance inquiry. (*on letter head*)
  - 7) Entire tender document duly signed by the bidder.
  - 8) Bid Securing declaration form as per formate attached. (on letter head)
  
4. **Financial Bid (Part-B)** : In this bid the tenderer will fill the rates as asked in Schedule- I to IV. It is mandatory on tenderers to quote all item rates as asked for in the Schdeules. Failure to adhere to this condition will lead to rejection of tender. The tenderers should quote unconditional rates, neatly written without any overwriting and duly signed & stamped on all pages.
  
5. **Earnest Money** : Bid securing declaration form to be submitted duly signed by bidder on the letter head of firm, wth the technical bid document).
  
6. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of **90** days from the date of opening of financial bid.

7. **Terms & Conditions, Scope of Work** : Detailed scope of work, terms and conditions, specifications, terms of payment etc. are enclosed with this NIT. These should be carefully studied before quoting rates.
4. **Contractor to Acquaint Himself with Site Conditions** : Contractor shall acquaint himself fully with the site conditions and the, working environment of University before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work.
5. **Tender Documents Duly Signed** :-Each page of the tender document shall be signed by the tenderer as a token of having examined the same before filling the rates. Tenderer shall also submit his covering letter along with complete tender documents duly filled with all enclosures.
6. **Corrections in the Tender** All figures shall be clearly and legibly written in the tender and with the same pen and ink. Erasing and overwriting is not allowed. If unavoidable, any correction should be done after cutting the previous figure and properly signing it. Any deletions or additions done should also be duly supported by signature. Use of white fluid for correction is also not allowed.
7. **Tender Submission by a Firm** In the event of tender being submitted by a firm or company (i.e. not by an individual), it must be signed by an authorized signatory. Proof (legal) of authorization should be submitted.
8. **All Rates to be Filled** Bidder shall fill rates of all the items and no item should be left blank. Failure to fill rates of some items may lead to rejection of tender and it will be assumed that contractor is not interested to do these works.
9. Tender once submitted will remain with the centre and will not be returned to the bidders.
10. **Performance Guarantee** : The successful tenderer shall be required to submit a Performance Guarantee of 3% (three percent) of the contract amount within 10 days after issue of letter of acceptance. This period can be further extended by the Registrar, Central University of Rajasthan on written request of the contractor.

## TENDER

1. 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 (GCC2019) and all other contents in the tender document for the work.
2. 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.
3. 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.
4. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in Central University of Rajasthan in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.
5. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated \_\_\_\_\_

Signature of Contractor

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

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

Fax \_\_\_\_\_

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

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

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

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

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

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

## SCHEDULES OF CIVIL WORKS

### SCHEDULE 'A'

Schedule of quantities

(a) Civil – Attached in Financial bid

### SCHEDULE 'B' :

Schedule of materials to be issued to the contractor

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
Material will be provided by the University				

### 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 : Providing of Tradesmen for day to day Civil Maintenance (Sub head: supplying of civil maintenance materials and cleaning of U/G & O/H water storage tanks) at Central University of Rajasthan..

**Estimated Cost of work : Rs. 49,12,510/-**

CLAUSE 10CC : Not Applicable

CLAUSE 10C : Applicable

### 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: Providing of Tradesmen for day to day Civil Maintenance (Sub head: supplying of civil maintenance materials and cleaning of U/G & O/H water storage tanks) at Central University of Rajasthan.

(i) The work is estimated to cost Civil : Rs. 4912510/-

(ii) Earnest Money: Bid Security Declaration must be given in the prescribed performa.

(iii) Performance Guarantee : 3% (Three percent) of accepted tendered amount.

(iv) Security Deposit : Not applicable

### 3. General Rules & Directions

(i) Officer inviting tender : Registrar Central University of Rajasthan, Bandar Sindri, Ajmer

- (ii) Maximum percentage for quantity of items of work to be executed beyond which rates are to determined in accordance with Clauses 12.2 & 12.3 As given under clause 12 of schedule 'F'.

**4. Definition**

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

**CLAUSE 1**

- |  |                 |
|--|-----------------|
| (i) Time allowed for submission of Performance guarantee from date of issue of letter of acceptance. | 10 working days |
| (ii) Maximum allowable extension beyond the period as provided in (i) above .                        | 7 working days  |

**CLAUSE 2**

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

Whether Clause 2 (A) shall be applicable	N.A.
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**CLAUSE 5**

- |   |  |
|---|--|
| (i) Number of days from the date of issue of letter of acceptance for reckoning date of start | 15 Days  |
| (ii) Time allowed for execution of work   | <b>12 (Twelve Months)</b> which may be extendable for Further 01 More years. |
| (iii) Extension of time   | Registrar<br>CU Raj Bandarsindri, Ajmer                                      |
| (iv) Rescheduling of mile stones  | Registrar<br>CU Raj Bandarsindri, Ajmer                                      |

**CLAUSE 6 / 6A**

Clause applicable	6 (Applicable)
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**CLAUSE 10B (ii)**

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

Component of labour expressed as percentage of value of work	Yes
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**CLAUSE-10 (CA)**

NA



CLAUSE 10 (CC)  
Whether Clause 10 (CC) shall be applicable Not Applicable

CLAUSE 11  
Specification to be followed for Execution of work CPWD Specification 2019 Vol. I to II with up to date correction slips for Civil work.

CLAUSE 12  
12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for all items other than foundation items as mentioned in clause 12.5 100 %

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

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

CLAUSE 18  
List of mandatory machinery, tools & plants to be deployed by the contractor at site.  
As per requirement (list enclosed as per financial bid)

CLAUSE 25

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

## GENERAL TERMS AND CONDITIONS RELATING TO WORK

1. Contractor will be given a rent free Office space where his staff will normally sit and place their tools & tackles. However all furniture, stationery etc. required for carrying out his office works will be organized by the Contractor at his cost.
2. Contractor will keep at site at all times all essential tools and tackles required for execution of routine maintenance jobs as attached with Schedule-I.
3. Contractor will efficiently utilize his maintenance gang and ensure that there is no idle period. For occasional need of additional helpers if required for a short duration will be hired as and when required as per rates, terms & conditions of the contract.
4. Each workman (of regular gang) will have to attend his duty regularly. In case of absence of any worker deduction will be made from the contractor's bill at the rate of daily wages of the worker. If a workman is absent for more than two (2) days, Contractor should immediately make alternative arrangement by bringing additional manpower.
5. Following Holidays will be provided to the Contractor:-
  - a) All Sundays ;
  - b) 3 National Holidays (26<sup>th</sup> Jan., 15<sup>th</sup> Aug. & 2<sup>nd</sup> Oct.)
  - c) International Labour day (1st May)The working time will be from 9.00 A.M. To 5.30 P.M.
6. All the materials brought by the contractor shall be ISI marked (wherever applicable) and of reputed & approved makes and their makes / brands / colour / finish will be approved by Engineer in-charge before providing in the work. A list of suggested makes /brands for some materials can be taken from the Engineer in-charge.
7. Contractor shall ensure that at all times sufficient quantity of various materials required for routine maintenance are available in the store provided by client to contractor for the said purpose, so that all complaints can be speedily attended. Contractor should devise an efficient arrangement for procuring materials speedily from market as and when requirement arises.
8. No jhuggis or temporary structure will be built by the contractor inside university campus for his workers without university permission. Contractor's persons shall normally come in the morning and go back in the evening.
9. **Any maintenance or minor work (especially for material supplied by contractor) done will be guaranteed by contractor for a minimum period of 6 months from the date of completion.** Any defect arising in the work in guarantee period due to faulty workmanship and faulty materials will be rectified by contractor at his own cost.
10. If any employee or worker of the contractor on the works appears to be negligent in his duties or incompetent or to behave in an improperly manner, such person shall be immediately removed from the works by the contractor on the request of the engineer and suitable replacement will be provided at the earliest.
11. If the works have not been properly carried out in respect of layout, levels, quality of materials, workmanship etc., they shall be rectified, repaired or replaced by Contractor to the entire satisfaction of engineer.

12. Contract will be initially for a period of one year but may be renewed further depending upon the performance of the contractor on the same rates and terms & conditions.
13. Contractor shall ensure safe storage of his materials inside the store. Any damage occurred to the materials under the custody of the contractor in the store, due to whatsoever reasons shall be entirely borne by contractor and such damaged materials shall not be incorporated in work.
14. University can make suitable additions, alterations in the sketches / drgs./ instructions given to contractor if so required. Contractor will have no claims on account of this. He will carry out all these changes in accordance with the General conditions of contract and same term of payment as applicable for original works.
15. Contractor will take personal interest to ensure that all the works given by the University are attended and completed by their staff in a satisfactory manner as acceptable to University.
16. **Labour Laws**: The contractor will follow all labour laws / acts of Central Govt., Local Govt. applicable from time to time. He should maintain proper attendance register and record of wages paid to the workers and these documents should be submitted to University while raising their monthly bills and whenever asked. He will obtain necessary Labour licence required for engaging labour at site.

It will be solely contractor's responsibility to face any consequences arising out of non compliance of various labour laws.

If university has to incur some expenditure due to non payment of wages to the labourers or non compliance of various labour laws by contractor, the same will be recovered from contractor's bill alongwith 10% departmental charges.
17. **Labour Safety**: Contractor shall undertake all necessary safety precautions during the execution of work as laid down in relevant I.S codes and CPWD safety manuals. In case of injury to any person, contractor shall always have the arrangement to take him to hospital for treatment at his own cost in addition to first aid box always available at site. Contractor will be fully responsible for any repercussions which may arise as a result of any violation of safety norms on his part.

All the employees of the contractor will have to be covered under insurance against any personal accident and University will not be liable for payment of any compensation on that account.
18. **Water and Electricity** : Water and electricity will be provided to the contractor free of cost at specified points. However, any further extension required beyond the point will be done by contractor at his own cost.
19. Manpower deployed by the contractor at our site for carrying out contracted works is strictly prohibited from being associated with any other works on the campus.
20. All contractor's workers are compulsorily required to wear Apron/Safety jackets, safety shoes harness belt and caps as mentioned in Schedule-I under Safety tools. Contractor must take this into account while filling rates for labour in Schedule-I.
21. Contractor will try to finish all Civil Maintenance Complaints lodged within a week. If any complaint is likely to be delayed beyond this time due to some genuine reason, he will intimate the complainant. If there is an unreasonable delay in some complaint, Engineer in-charge has the right to deduct suitable amount as penalty.
22. **Bids of the parties submitting the bids will be evaluated based on the rates quoted and amount arrived at in Schedule-I, II, III, IV of the financial bids.**

23. **Termination of Contract:-** The Registrar, Central University of Rajasthan reserves the right to terminate the contract on account of poor workmanship, failure to mobilize site within-**ten (10)--** days, non- compliance of set norms/ specifications for the works, delay in progress of work, violation of any contract provisions by the contractor. The contract can also be terminated at the request of either party with one month notice or in lieu of one months wages for maintenance gang.
24. **Any dispute arising out of this contract will be subject to jurisdiction courts of Ajmer/ Jaipur.**
25. Contractor will ensure all preventive measures guidelines, instructions issued by the Govt. of India, State Government and University from time to time. For security purposes and for breaking the chain of transmission of COVID-19 Social distancing, sanitisation and other preventive measures will be conducted as a sense of responsibility of the contractor.

**Cleaning of underground & overhead water tanks :**

26. The rates for the above work shall be valid for one year and during this period, the work will be carried out at least twice i.e. after every six months or as directed by the Engineer in-charge. It is to be noted that the work of each slot is to be completed within 30 days from the date of issue of order/instructions from the University. The cleaning work is to be started from the underground tank and subsequently the overhead tanks, so as to avoid any water problem in the campus. The work would preferably be carried out on Saturday and Sunday or on any other day as per directions of the Engineer-In-Charge.
27. No material will be issued by the department. Contractor has to arrange all materials and T & P required for execution & satisfactory completion of this work at his own cost. Apparatus and equipment required for tank cleaning shall have to be shown by the agency to University before execution of work at site.
28. The issues not covered by the NIT clauses will be governed by the clauses in conditions of contract for works. The work shall be strictly carried out as per the latest CPWD specifications of work, GCC 2020 and works manual for each item & as per the entire satisfaction of University.
29. The Central University of Rajasthan reserves all rights to divide the work and accept or reject any or all the tenders without assigning any reason.
30. The quantities of the items mentioned in the Schedule can be increased or decreased depending on the prevailing site conditions and requirement.
31. If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract period or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 0.5 percent per week of delayed work to be computed on per day basis, subject to maximum of 10% percent of contract value.
32. In Case the contractor is unable to complete the work due to unavoidable circumstances / justified reasons, he should apply to the Registrar well in time for extension of time with the request to waive the liquidated damage/ penalty charges which is at the discretion of the Registrar, Central University of Rajasthan.
33. The quoted rate shall be inclusive of all taxes including GST and charges as applicable.
34. Any loss/ damage/ theft caused to the public property/ Central University of Rajasthan/ manpower engaged shall be the sole responsibility of the agency.
35. The contractor shall be responsible for their good character; all damage done to the existing structure by the workers shall be made good by the contractor at his own risk and cost.
36. Central University of Rajasthan shall not be responsible for any injury or loss of any workers of the contractor that may take place while on work. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor. The contractor is solely responsible for any damage or injury or accident that may occur to any of his personnel working under this contract. No claim whatsoever arises to Central University of Rajasthan.

## SCOPE OF WORK

Contractor's scope of works will be execution of day to day civil maintenance works and supply of material for civil maintenance of the entire campus (which includes academic buildings, hostels, guest house and residential areas of the University).

### 1. CIVIL MAINTENANCE

Repair / replacement in existing concrete / plaster / masonry work, P.O.P work ,wood work, sewerage work, steel work, plumbing work, road work, painting work,Wall tile work, flooring work, roofing work, and interior decoration works; removal of chokages , seepage, leakage , dampness; clearing malba, debris, wild vegetation, excavation of earth for miscellaneous purposes etc., and various preventive maintenance works as ordered by Engineer–In-charge as per complaints recorded in complaints register and work orders given by University.

### 2. SUPPLY OF MATERIAL :

1. The material shall be as per CPWD specifications with up to date correction slip and ISI specifications wherever mentioned and as per list approved by Engineer-in charge.
2. In the event of any variation between CPWD specifications and that in the IS Code the former shall take precedent over the later. In the event of variation between the nomenclature of item as per schedule of quantities and specifications, the former shall prevail.
3. **Material will be supplied by the contractor within 30 days after giving the requirement (work order) otherwise penalty as per General Contract Condition 2020 or as per GFR 2017 shall be recovered from contractor's bill after giving notice.**
4. The contractor may be asked to furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.
5. The Engineer-in-Charge shall be at liberty to test respective sample (s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the contractor. If the test proves satisfactory and the material is accepted, the testing charge in respect of satisfactory test shall be borne by the University.  
All over expenditure required to be incurred for making available the sample, conveyance and packing etc. shall be borne by the contractor himself. In case any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh materail of prescibed specifications and the rejected lot shall only be returned to the contractor after fresh lot is supplied. Testing charges in respect to failed sample will be borne by the contractor himself.
6. Rejected materials shall have to be removed by the contractor at his own cost wihtin a week of the instructions of doing so. Also godown rent as decided by Engineer-in-Charge shall be charged by the department.
7. In case of any dispute regarding rejection of quality of materials the decision of Engineer-in-charge shall be final and binding upon the contractor.
8. Conditional tenders are liable to be summarily rejected.
9. Royalty, octroi, terminal tax etc. at prevalent rates shall have to paid by contractor himself and the rates quoted by him shall include these duties and nothing extra on this account shall be payable.
10. The contractor shall himself arrange for raw materails required by him. No recommendation letter shall be issued by the department/office.
11. If the supplies are not commenced and completed as per schedule of supply. Supplies will be, arranged from other agencies at the quoted cost of the new supplier without giving any notice to that effect, and the expenditure thus made shall be recovered from the contractors bill/deposit.

12. The supply shall be made at the Central University of Rajasthan maintenance store at Service Centre or any other location under the jurisdiction of CURaj.
13. The make of material shall be same as that of actually installed/fixed at site. In case of any dispute the decision of Engineer-in-Charge shall be final with regards to make/brand of material.
14. For materials used in this work, the record shall be maintained at site in a standardised Performance to watch quality and consumption of the material.
15. Payment of materials in maintenance works will be made to contractor on the basis of DSR 2021 rate plus extra percentage quoted by him in Schedule – III. Those materials not appearing in DSR 2021 will be paid on the basis of cash memo/bills of authorised suppliers. Over the basic rate and GST mentioned in cash memo/bill, the contractor will be given 10% extra. This extra percentage will cover contractor's profit, cartage, wastage and all other overheads & unforeseen expenses. University has the right to verify market rate with respect to cash memo/bills brought by the contractor and can make payment based on the least market price rather than cash memo/bills.

## MAN POWER DEPLOYMENT BY CONTRACTOR

### **(Routine Maintenance and External Cleaning Gang)**

1.	Mason (skilled)	: 01 No.
2.	Carpenter (skilled)	: 01 No.
3.	Plumber (skilled)	: 01 No.
4.	Helper (Un-skilled )	: 04 +03 (for KV) =07 Nos.
5.	Sewerman (Unskilled)	: 01 No.
6.	STP Operator (Skilled)	: 01 No.

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**Total Manpower = 12 Nos.**

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### **Note :-**

- 1) The above regular gang will be brought by the contractor on regular basis. Any extra Labour required beyond the above referred regular gang will be brought by Contractor as per the needs of the works and permission from Engineer-in-Charge.
- 2) In case of non competence of workers observed during execution of works, Contractor will have to replace them as per the instructions of Engineer in-charge.

**To be signed by the tenderer 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 of .....20.....

**BETWEEN**

Central University of Rajasthan represented through the Registrar, .....CURaj, ..... (Hereinafter referred as the (Address of Division) ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

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

Through ..... (Hereinafter referred to as the (Details of duly authorized signatory)“**Tenderer/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal/ Owner has floated the Tender (NIT No. CURAJ/R/F 129/2021 Date: 06.08.2021) (hereinafter referred to as “**Tender/Tender**”) and intends to award, under laid down organizational procedure, contract for **Providing of Tradesmen for day to day Civil Maintenance (Sub head: supplying of civil maintenance materials and cleaning of underground and overhead water tanks) at Central University of Rajasthan, Bander Sindri, Distt. Ajmer, 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 particular, before and during the Tender process, provide to all **Tenderer(s)** the same information and will not provide to any **Tenderer(s)** confidential / additional information through which the **Tenderer(s)** could obtain an advantage in relation to the Tender process or the Contract execution.

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

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

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

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

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

- 1) If the Tenderer(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Tenderer(s)/ Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the 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 into Pacts on identical terms as this one with all Tenderers and Contractors.
- 3) The Principal/Owner will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Owner and the tenderer, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6- Duration of the Pact**

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

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

**Article 7- Other Provisions**

- 1) 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 WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

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

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

WITNESSES:

1. .... (Signature, Name and Address)
  
2. .... (Signature, Name and Address)

Place:  
Dated :

## **SPECIFICATION**

Detailed specifications of various items of work and standards of workmanship will be as per CPWD norms and relevant I. S. Codes, unless noted otherwise. All materials to be used by contractor will be I.S.I. marked and of makes approved by Engineer in-charge. Wherever ISI mark is not applicable, material will be got approved by Engineer in-charge before incorporation in the work. Wherever required, manufacturer's specifications and / or Engineer's instructions will also be followed for special products.

Accepted

(I have carefully read all the contents of Technical bid from page 1 to 19 and signed each page as a token of acceptance)

(Signature of bidder )

Name (Authorised signatory)-----

Seal of Company

Note:- Entire NIT (except Financial bid) is to be attached with 'Technical bid (Part-A)' duly signed & stamped by the bidder

**Bid Securing Declaration Form**  
*(On the letter head of firm)*

Date: \_\_\_\_\_

Tender No. CURAJ/R/F.129/2021/864 date 06.08.2021

To  
The Registrar  
Central University of Rajasthan  
Bandarsindri, Kishnagarh Ajmer

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /we are in a breach of any obligation under the bid conditions,

- a) because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed in the capacity of:

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Signature of Contractor with seal