CENTRAL UNIVERSITY OF RAJASTHAN

(Established under the Central Universities Act, 2009) Website : <u>www.curaj.ac.in</u>

NOTICE INVITING TENDER

Tender No. CURAJ/R/F.92/2017/2027

Dated :16.08.2017

On behalf of Hon'ble Vice Chancellor, Central University of Rajasthan, Notice Inviting Tender for Supply and Installation of Play-Ground Equipment's at Central University of Rajasthan are invited under Two Bids in sealed cover.

Detailed Description and Term & Conditions of Tender Document may be seen and downloaded from Central University of Rajasthan website **www.curaj.ac.in** or may be obtained directly from the Office of Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Tehsil-Kishangarh, Ajmer on any working day from 18.08.2017 To 07.09.2017 from 10.00 Hrs to 17.00 Hrs except Saturday/Sunday /Holiday on paying Cost of Tender Document (i.e. Rs. 500/(Non Refundable) in the form of DD, drawn from any Nationalized Bank in favour of **"Central University of Rajasthan"**) or can be downloaded from the University website free of cost. Last date of submission of tenders is 07.09.2017 (Up to 14.00Hrs) in the Tender Box kept in the Administrative Building (SP-IV).

(Registrar)

Notice Inviting Tender for Supply & Installation of Play-Ground Equipment's at CU Rajasthan

On behalf of Hon'ble Vice Chancellor, Central University of Rajasthan, Notice Inviting Tender for Supply and Installation of Play-Ground Equipment's at Central University of Rajasthan are invited under Two Bid in sealed cover. (TECHNICAL & FINANCIAL)"in prescribed tender document from firms/manufacturers / suppliers for "Supply for Play- Ground Equipment's at CU Rajasthan".

	Schedule of Requirement				
S.No	Name Of Item	Quantity	EMD In Rs		
1	Merry-go-round	1			
2	4 seater – See-Saw	1			
3	Double-arc swing	1	5,000/-		
4	Double Wave Slide	1			
5	Net-covered Trampoline	1			

	chedule of Tender	
S. No.	Schedule	Particulars
1	Cost of Tender Form	Cost of tender obtained from University will be Rs. 500/- (Five Hundred Only) Non Refundable in the Form of DD in favour of "Central University of Rajasthan" from any Nationalized bank. The tender downloaded from the University website will be free of cost.
2	Date of issue of Tender Document	18.08.2017; 14.00 Hrs
3	Date of submission of tender	07.09.2017; 14.00 Hrs
4	Date of Opening of Technical Bid	07.09.2017; 15.00 Hrs
5	Earnest Money Deposit	The DD/Banker's Cheque/FDR of EMD of Rs.5000/- is to be drawn in favour of "Central University of Rajasthan". In respect of successful bidder it will be returned after the submission of Performance Security Deposit to Central University of Rajasthan and Performance Security Deposit should remain valid for a period of Ninety Days beyond the date of completion of all contractual obligations including 36 Months Warranty. Any other dues outstanding shall also be recovered from the Performance Security Deposit. In the case of unsuccessful Bidders, the EMD shall be refunded within 30 days of award of contract to successful bidder/bidders.

Note:-

- 1. The details of Tender Terms & Conditions are mentioned in Tender Document.
- 2. The Central University of Rajasthan reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- 3. Interested Bidders are advised to visit CENTRAL UNIVERSITY Rajasthan website <u>www.curaj.ac.in</u> for details of this Tender Document.

(Registrar)

NOTICE INVITING TENDER For Supply & Installation of Play-Ground Equipment's at CENTRAL UNIVERSITY OF Rajasthan

- 1. Sealed tenders are invited under two bid (Part-I Earnest Money and Technical bid & Part-II Financial bid) from prominent Manufacturers/Authorised Dealers/Whole-sellers.
- 2. The cost of Tender Document is Rs.500/-(Five Hundred only) (Non Refundable).Tender document can be had in person from the Office of the Registrar on any working day from 18.08.2017 to 07.09.2017 during 10:00 to 17.00 Hrs except Saturday/Sunday/Holiday on payment of said cost in the form of Demand Draft in favour of "Central University of Rajasthan", payable at Kishangarh/ Bandarsindri. The Tender Document can also be downloaded **free of Cost** from the University website (http://www.curaj.ac.in).
- 3. The amount of Earnest money deposit is for EMD of Rs. 5000/- (Five Thousand Rupees Only),(Non-Interest bearing). This Earnest money deposit is compulsory and equal to all the prospective bidders. The Bidder is required to deposit earnest money along with their Technical Bid document in Technical Bid Envelope in the form of Banker's Cheque/Demand Draft (Non-Interest Bearing)/FDR from any Nationalized Bank and the same should be drawn in favour of "Central University of Rajasthan" payable at Kishangarh/ Bandarsindri.
- 4. The Tenderer is required to prepare two sealed cover super scribed as (i) **Cover-I**-Technical Bid, and (ii) **Cover-II** Financial Bid. Both covers should be kept **in one main sealed cover** super scribed as "Tender for Supply & Installation of Play-Ground Equipment's due on **07.09.2017**".
- 5. The tenderer has to drop the cover sealed in above manner in the Tender Box kept at the Administrative Building (SP-IV) of Central University of Rajasthan on or before **07.09.2017** by 14.00 Hrs. positively. The tender shall not be accepted beyond the stipulated date and time under any circumstances whatsoever.
- 6. The Technical bid will be opened on the same day i.e. 07.09.2017 at 15.00 hrs.' by a Committee constituted by the competent authority, in its office in the presence of the Tenderers or their authorized representative who wish to be present. The date and time for opening of Financial Bids of the technically qualified Tenderers shall be communicated later as per convenience of this office.
- 7. The Authority reserves the right to reject/cancel any or all the tenders at any time or to relax/amend/withdraw any of the terms and conditions as contained in the Tender Documents without assigning any reason, thereof. Any inquiry after submission of the tender will not be entertained.
- 8. Bidders shall not approach for refund of EMD till the finalization of the tendering process and award of contract to qualifying Tenderer. The offer should remain valid for a minimum period of 90 days. EMD shall be refunded to the unsuccessful bidders within 30 days of award of contract to the successful bidder/bidders.
- 9. The Central University of Rajasthan reserves the full rights to increase/decrease the quantity of items in the tender as per requirement.
- 10. Any dispute is subject to the jurisdiction of Civil Court Jaipur.

<u>Chapter – I</u>

GENERAL INSTRUCTIONS TO BIDDERS & TERMS AND CONDITIONS

- (a) The Tenderer must fulfill the following specifications/conditions:-
- (b) The tenderer should have its own Bank Account, PAN, TAN, TIN, VAT and Service Tax/ GST Number. Payment will be made electronically only.
- (c) The tenderer should be a reputed supplier having at least three years dealing experience of supply, installation and customer care services related to Play-Ground Equipment's with the Government Departments/PSUs/Reputed Private Organizations. Certificate in token of Proof of experience, of the concerned Department/Organization should be enclosed for ready reference.
- (d) The rates are to be quoted on FOR-Destination inclusive of all charges and taxes. However, their breakup is necessary.
- (e) The offer of Tenderers quoting rates should be as per Technical Specifications laid down in Schedule of Requirement and Technical Specifications.
- (f) Bidders should have minimum experience of total 3 completed supply orders of Play Ground Equipment in Govt./Semi-Govt /Corporate related Organizations during the last 5 Years and duly certified documentary evidence of the same has to be produced by the concerned respective authorities, which should be either of the following:-

Bidder should have average annual financial turnover of **Rs.6 LAKH in** Equipment/Instruments supply works, during the last three Financial Years ending 31st March 2017 and should not have incurred loss in last 3 years. A letter duly signed by the Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit& Loss Account must accompany with Technical Bid

OR

Should have satisfactorily completed Similar Single Work of Rs. 2 Lakh

OR

Should have satisfactorily completed Two Similar works each costing Rs. 1.50 Lakh

OR

Should have satisfactorily completed Three Similar Works each costing Rs. 1.00 Lakh

- (g) Copies of above Purchase Orders showing clear values is required to be enclosed for Technical evaluation.
- (h) The tenderer should give an Affidavit in clear and un-ambiguous language that it has never been black listed/no criminal case pending by any of the organisation with whom, it had dealing for supply of similar items during last five years nor has been penalized for inferior or poor quality in supply.
- (i) The tenderer should be financially sound and in a position to carry out any other additional supply and installation work order on approved L-1 Rates under this Contract as per the need of Central University on a short notice.
- (j) The University reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Chapter -2

OTHER ESSENTIAL TERMS & CONDITIONS:-

- 1. The selected tenderer would be required to arrange supply& installation of Play-Ground Equipment's as per the Work Order during the working hours of the University. Since the rates are to be quoted on destination complete job basis, no other charges whatsoever are payable extra by Central University of Rajasthan to any successful Tenderer.
- 2. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking necessary action for removing any failure/problem persisted and reported during normal Play-Ground Equipment's functions in short notice at Central University of Rajasthan.
- 3. Order shall be issued on requirement basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules and payment shall be released only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office. If any items are found to be defective, or not of the desired quality etc., the same shall be replaced immediately, for which no extra payment shall be made by Central University of Rajasthan.
- 4. Quality of Goods and Services: The Equipment's/product must confirm to the Technical specifications and of desired quality. The bidder shall guarantee that item delivered to the purchaser are brand new and not refurbished one. Consistency in quality shall be maintained for the entire lot of products offered. All the required quantity of items in schedule of requirement shall be of the same brand and model no. The bidder shall not substitute any internal components or subs of the product by similar items of different manufacturers. The vendor shall be responsible for the quality of supply. Successful bidder has to past non-removable sticker on all kind of peripheral and all kind of Cartridges etc. with details of Tender no., Bidder's name, Address, Contact detail, Service Centre/ help line number and warranty expiry date.
- 5. **Delivery & installation:** Within 30 working days from the date of confirmed purchase Order/Purchase Instruction issued by the Competent Authority of Central University of Rajasthan.
- 6. If the selected firm fails to deliver the items or replace the defected/spurious items within the stipulated date & time, a penalty on a weekly basis for delay @ 1% on per week basis, subject to maximum of @10% of total Order Value as penalty and the actual cost paid to be an outside agency by the Central University of Rajasthan after made deduction from the firm's pending bills or Performance Security, as the case may be.
- 7. Central University of Rajasthan shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of items beyond office hours/holidays/place of supply for which, no additional payment shall be made.
- 8. The bills raised by the selected tendering Firm/Agency/Company should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the tendering Firm/Agency/Company. The bill shall be raised

indicating permissible taxes separately and the copies of proof of Service Tax/VAT/ GST or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of Central University of Rajasthan authorities.

- 9. The tendering Firm/Agency/Company shall be bound by the details furnished by him/her to the Central University of Rajasthan while submitting the tender or at subsequent stage. Upon selection of the tendering Firm/Agency/Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/ different Technical Specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and performance security shall be stand forfeited.
- 10. The rate quoted by the selected tendering Firm/Agency/ Company, and as approved by the Central University of Rajasthan, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.
- 11. The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency (i.e.) without prior written consent of the Central University of Rajasthan If it is found that the firm has given sub-contract for Play-Ground Equipment's on the basis of procurement/ supply order, the contract shall stand cancelled & the performance security shall stand forfeited.
- 12. The conditional/incomplete bids shall not be considered and shall be declared un-responsive.
- 13. All entries in the tender form should be legible and filled clearly in the published in the Financial Bid Form only. If the space furnishing the information is found insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting or other than issued forms is permitted in the bid forms. In such cases, the tender shall be declared un-responsive.
- 14. The tender documents should be sealed and clearly super-scribed with the words "Tender for Supply and Installation of Play-Ground Equipment's at Central University of Rajasthan".
- 15. If a tendering Firm/Agency/Company decides to withdraw from the bidding before the financial bids are opened, the Central University of Rajasthan shall have the authority to forfeit the EMD of Rs. 5000/- deposited with the technical bid.
- 16. Central University of Rajasthan shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the successful bidder in the course of their performing the duties to this office in connection with purchase order/supply order for all Play-Ground Equipment's items.
- 17. The Competent Authority of Central University of Rajasthan reserves the right to relax/withdraw any of the terms and conditions mentioned in the tender documents, if doing so is in the interest of the Central University of Rajasthan.
- 18. The Tender should be dropped only in the designated Tender Box kept at the Administrative Building (SP-IV) of Central University of Rajasthan. The closing time and date for acceptance of tenders shall be 14.00 hrs on/ before by 07.09.2017. No tender received later the stipulated date & time or from other modes/place shall be entertained & shall be declared un-responsive.
- 19. The tenders will be opened on the same day (i.e. on 07.09.2017) in Administrative Building (SP-IV) of Central University of Rajasthan at 15:00 hours in the presence of such tendering Firm/Agency/Company or their authorized representatives (only One representative from each of company shall be allowed) who wish to be present/witness at the time of opening of bids.

- 20. The Central University of Rajasthan reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.
- 21. This office shall have the full authority to reject any/all offer(s) without assigning any reason thereof. Any enquiry after submission of the quotation will not be entertained.
- 22. The contract will be valid from the date; it is awarded /formalities completed. This office will, however, reserve the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the contract by giving one month's notices at any point of time.
- 23. Warranty: The supplier warrants comprehensively that the all Equipment's of Play-Ground Equipment's, which has standard life supplied under this contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the Equipment's supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's Technical specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment's under the conditions prevailing in India. The on-site replacement warranty inclusive of all labour and spare parts shall remain valid for a period of <u>36</u> <u>Months</u> from the date of recording of acceptance of goods at Central University of Rajasthan. Free maintenance services shall be provided by the Bidder during the period of warranty for 3 years. The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements/Purchase order(s) (i.e. time required for bidders maintenance Engineer to report at the installation after a request call/email from Estate Department is made or letter is written) shall not exceed 48 hrs.
- 24. The tendering Firm/Agency/Company should have its own Bank Account Number, TIN/TAN Number, PAN Number, VAT/ GST and Service Tax Registration Number. Self- attested copy of the same should be enclosed. The Bank name and account number should be intimated to Account Officer, Central University of Rajasthan to which all payments for Play-Ground Equipment's will be made through ECS transfer in case of the successful bidder.

(Authorized Signatory)

All Terms and Conditions Read & Signed by me

Signature :	•••••
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Name of Tenderer.....

Rubber Stamp.....

<u>Chapter – 3</u>

Schedule of Requirement and Technical Specifications

- 1. The items mentioned in the Financial Bid will be required by this University. The demand for these items will be given to the tendering Firm/Agency/Company by way of Work Order /Purchase cum Supply Order from time to time during the contract period. Central University of Rajasthan shall demand items over and above the items mentioned in the Financial Bid (i.e. auxiliary/ancillary/incidental to "Dictionary meaning" of Play-Ground Equipment's) and the Agency will have to supply the same as per the rate mutually agreed upon as per than prevailing market rates.
- 2. The supply order may be given to the approved L-1 Agency and Agency will have to supply and Installed the same immediately but not later than the period as stipulated in the Work Order /Purchase cum Supply Order at the specified location intimated by the Competent Authority of Central University of Rajasthan. L-1 will be decided on rate quoted as total amount (Grand Total) of the playground equipment's.
- 4. The items will be supplied and installed at the destination location (Place) as stated in the Work Order /Purchase cum Supply Order/Intimated after receiving Material by Competent Authority at Central University of Rajasthan.
- 5. Central University of Rajasthan shall be the sole authority to cancel/amend any order, as per requirement, and also to place order for supply and Installation of Play-Ground Equipment's beyond office hours/holidays/place of supply and Installation for which, no additional payment shall be made.

Sl.	Name of the	Item	Specifications
No.	Item		
1	Merry-go- round		 Area: (a) Outer diameter: (<i>From end of the chair to the end of the chair situated opposite</i>): 1.8 - 2 m (~6 - 6.5 feet). (b) Inner diameter: (<i>Diameter of the inner support ring</i>) ~1 m (~ 3.6 ft) Safe play area: 3.5 - 4.0 m (12-13 ft) The spider wings and legs should be made up of 50 mm × 70 mm × 3 mm thick MS rectangular tube and having capacity of 6 children and should be able to with stand a weight of ~ 200 kg. Seat should be made of 20 NB (normal bore) pipe and planks should be made up of 40 mm × 20 mm rectangular tube. Each seat should contain a foot rest of 20 NB pipe. The machine assay/joint portion (on which the merry-go-round rotates) should have permanently lubricated heavy duty ball bearing mechanism. All welding joints should be well-grinded, filled with epoxy sealant and chemically cleaned before painting. All parts should be done with one coat of red oxide to avoid rusting and one coat of spray painted in multi color for dazzling look. No-where iron to be used. For safety of children sand bed (<i>fine granules – no pebbles</i>) with the minimum thickness of 200 mm should be made in safe play area by the vendor. Seats (seats with back rest – as shown in the figure) should be made up of fibre reinforced plastic with a minimum thickness of 40 mm and should be able to with stand a weight of ~ 150 kg.

Playground Equipment's Specs:-

2	4 seater – See-Saw	 Area: 6 ft (width) × 8-8.5 ft (depth) Platform height: 1.5 ft Safe Play Area: 10 ft × 12 ft The structural parts should be made up of 50 mm NB GI pipes and MS steel (including cutting, fitting, welding, smooth grinding etc.) Seat should have two specially designed ball bearing systems, each ball bearing system should contain two no.s of heavy duty ball bearing All joints should be well grinded, filled with epoxy sealant and cleaned before painting. All parts should be done with one coat of red oxide to avoid rusting and one coat of spray painted in multi color for dazzling look.
3	Double-arc swing	 Area: 10-12 ft (width) × 3-4 ft (depth) Platform height: 7-8 ft Safe Play Area: 14 ft × 12 ft The chain length: 5.6 - 6 ft The chain link should be plastic coated iron and be capable of taking load of 90 kg. The seat of the swing should be made up of heavy duty rubber or similar material. The assay of the swing should be heavy duty ball bearing. The structural parts should be made up of 80 NB GI pipes and MS steel (including cutting, fitting, welding, smooth grinding etc.) All structural parts should be done with one coat of red oxide to avoid rusting and one coat of spray painted in multi color for dazzling look. For safety of children sand bed (<i>fine granules - no pebbles</i>) with the minimum thickness of 200 mm should be made in safe play area by the vendor.
4	Double Wave Slide	 Double Slide with sturdy platform and covered elevation above platform (<i>as shown in figure</i>). Area: 20 ft (breadth) × 6 ft (width) Platform height: 6-7 ft; Elevation (Above platform, Covered): 4-5 ft. Safe Play Area: 25 ft × 10 ft Slider should be made of SS coated with fibre reinforced plastic having a minimum thickness of 30 mm and should touch the ground (as shown in the picture) with a flat surface of ~1 ft. The slider should be able to with stand a weight of ~ 90-100 kg. The ladder case and other structural parts should be made up of 80 NB GI pipes and MS steel (including cutting, fitting, welding, smooth grinding etc.) The platform area should be polyester powder coated (minimum thickness of 50 microns). All structural parts should be done with one coat of red oxide to avoid rusting and one coat of spray painted in multi colour for dazzling look. For safety of children sand bed (<i>fine granules – no pebbles</i>) with the minimum thickness of 200 mm should be made in safe play area by the vendor.
5	Net-covered Trampoline	 A outer diameter of 10 ft Platform height: 2 - 2.5 ft Safe Play Area: Within the diameter of 14 ft. The trampoline mat should be made up of high quality and durable polypropylene material with a proper padding at the circumference. The mat should be able to with stand a weight of more than 150 kg. The frame of the trampoline should be made up of 80 NB GI pipes and MS steel (including cutting, fitting, welding, smooth grinding etc.). The ladder case should be made of 50 NB GI pipes and MS steel. All parts should be done with one coat of red oxide to avoid rusting. The net should be high quality and water resistant.

Note:-

L1 will be decided on the grand total Amount i.e. (*Grand Total for Playground equipment's*). Bidder has to quote for all items otherwise they will be treated as disqualified.

The Technical Bid & Financial Bid should be kept in two separate sealed envelope superscripting with "Technical Bid for Supply and Installation of Play-Ground Equipment's at Central University of Rajasthan" and "Financial Bid for Supply and Installation of Play-Ground Equipment's at Central University of Rajasthan" otherwise the Tenderer bid will be rejected.

<u>Chapter – 4</u>

TECHNICAL BID

(It is mandatory for all Bidders; they should fill all fields "Clearly" in this form)

1. For the Play-Ground Equipment's at Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Ajmer (Raj)

2.	Name of Company/Firm/Agency and its Registration No. establishing Play- Ground Equipment's	:	
3.	Name of proprietor / Director of the Company/Firm/Agency	:	
4.	Full Address of Reg. Office (A copy of Company/ Firm/ Agency registration must be enclosed)	:	
	Telephone Nos.	:	
	Fax Nos.	:	
5.	E-mail Id Details of Banker of the Firm with full address	:	
	Telephone Nos. of Banker	:	
	Fax Nos. of Banker	:	
6.	E-mail Id of Banker Bank Ac/s No. of Firm for ECS payments	:	
7.	PAN, TIN, TAN, VAT/ GST, Service Tax, Registration No of the Firm (Enclose a copy of the same)	:	
8.	Details of Cost of Tender	:	
9.	Details of EMD	:	

10. Financial turnover of the tendering Company/Firm Agency for the last three financial years : (Attach separate sheet if space provided insufficient)

Financial Year	Amount (Rs. Lakh)	Remarks, if any
2014-2015		
2015-2016		
2016-2017		

The tenderer should also submit self-attested copies of the Income Tax Returns and Audited certified Accounts for the last three financial years.

12. Give details of major contracts handled by the tendering Company / Firm / Agency for the last three years in the following format (enclose the self-attested copies):(if the space provided is insufficient, a separate sheet may be attached)

Details of client along with	Amount	Duration of Contract	
address, telephone numbers and Fax numbers	of Contract (Rs. in lakhs)	From	То
	address, telephone numbers	address, telephone numbers of Contract (Rs. in	address, telephone numbers of Contract (Rs. in From

(Signature of authorized person)

Date :______Full Name:_____

Place:______ Seal :_____

CERTIFICATE

- 1. I, ______ Son / Daughter / Wife of Shri ______ Proprietor / Director /authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- 3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 4. I, do hereby declare that the our firm has neither been blacklisted/no criminal case pending against him (attach an affidavit duly notarized on Stamp Paper Worth of Rs. 50/-) stating that no criminal/Black listing case is pending against the firm) by any of the Govt. Institute/Ministries/Departments/PSUs with which the firm had contracted for Play-Ground Equipment's etc. during the last five years nor has been penalized by such Offices/organizations for supply of poor/spurious Equipment's etc.

(Signature of authorized person)

Date:_____ Full Name:_____

Place:_____ Seal :_____

Chapter-5

CHECK LIST OF DOCUMENTS

DOCUMENTS REQUIRED TO BE SUBMITTED WITH TECHNICAL BID:-

- 1. The Cost of Tender Document enclosed in the form of Demand Draft of Rs. 500/-(Five Hundred only) (Non-Refundable) from any Nationalized Bank in favour of "Central University of Rajasthan" payable at Kishangarh/ Bandarsindri and must accompanied with Technical Bid if the tender document downloaded from the website is free.
- 2. EMD of Rs. 5,000/- in the form of **Demand Draft** from any Nationalized Bank in favour of "Central University of Rajasthan", payable at Kishangarh/ Bandarsindri and must accompanied with Technical bid.
- 3. Detailed Technical Specification along with supporting Product Catalogue/Broacher of each of the Item, quoted by the Bidder.
- 4. Technical bid Form duly Filled, Signed & Stamped.
- 5. **The on-site replacement warranty shall remain valid for a period of <u>36 Months</u> from the date of recording of acceptance of goods at Central University of Rajasthan.**
- 6. Tender document each page duly Signed, Stamped and page numbering done.
- 7. Proof of Office Address.
- 8. Proof of Bank account Number.
- 9. Attested Copy of PAN, TAN, TIN VAT, GST, Service Tax Registration Number etc.;
- 10. Self-attested copies of the IT returns for last 3 Year's;
- 11. Audited Certified copies of Accounts for last 3 Year's;
- 12. The rates for quoted items shall have quoted in the Format given in Financial Bid and sealed, signed Financial Bid kept in Financial Bid Envelope separately.
- 13. Attested copy of Three years' experience certificate obtained from Govt. Department's/PSU's etc.
- 14. An Affidavit on letter head in clear and un-ambiguous language that the Tenderer has never been black listed/no criminal case pending by any of the organisation with whom, it had dealing for supply of similar items during last five years nor has been penalized for inferior or poor quality in supply must be accompanied with Technical Bid Envelope.

DOCUMENTS REQUIRED TO BE SUBMITTED WITH FINANCIAL BID

15. The tendering Firm/Agency/Company may quote their rates for any of the items or all the items mentioned in the list and specification laid down in Financial Bid, failing which their bids shall be out rightly rejected. Financial Bid must be kept in separate sealed super-scribed envelope "Financial Bid for Play-Ground Equipment's at **Central University of Rajasthan**".

The tender should be submitted under two bid. The Interested firms/agencies are advised to submit two separate envelopes super-scribing "Technical Bid for Play-Ground Equipment's at **Central University of Rajasthan**' and "Financial Bid for Play-Ground Equipment's at **Central University of Rajasthan**'. Both sealed envelopes should be kept in a third bigger sealed envelope super-scribed with the words "Tender for Play-Ground Equipment's at **Central University of Rajasthan**'.

Chapter - 6

Contract Form (To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Central University of Rajasthan on the ______day of ______ Two Thousand Seventeen between

______ acting through Shri ______, ____, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist- Ajmer (Rajasthan) hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s_____, having its registered office at______ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.)of the <u>Second Part</u>.

WHEREAS the 'Client' is desirous to engage the 'Agency' for establishing Play-Ground Equipment's for CENTRAL UNIVERSITY OF RAJASTHAN Kishangarh as per the terms and conditions stated below:-

- 1. The Registered Office or Branch Office of the Agency. The Agency should submit a proof of its office address.
- The selected Agency services would be required to install Play-Ground Equipment's items to Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist- Ajmer (Rajasthan) on all working days between 09.00 Hrs. to 17.30 Hrs. No separate charges for delivery of goods would be paid by this office.
- 3. Order for items shall be placed on requirement basis. Bills in triplicate for the items supplied by the selected Agency should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules and payment shall be released only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office. If any items are found to be defective, or not of the desired quality etc., the same shall be replaced by the selected Agency immediately for which no extra payment shall be made.
- 4. If the selected firm fails to deliver the items or replace the defected/spurious items within the stipulated date & time, a penalty on a weekly basis for delay @ 1% on per week basis, subject to maximum of @10% of total Order Value as penalty and the actual cost paid to be an outside agency by the Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist-Ajmer (Rajasthan) after made deduction from the firm's pending bills or Performance Security, as the case may be.
- 5. The Agency shall be bound by the details furnished by him/her to the CENTRAL UNIVERSITY OF RAJASTHAN Kishangarh while submitting the tender or at subsequent stage. Upon selection of the Agency, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/ different Technical Specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and performance security shall be stand forfeited.

- 6. The rate quoted by the selected Agency, and as approved by the **Central University of Rajasthan**, **NH-8**, **Bandarsindri**, **Kishangarh**, **Dist- Ajmer** (**Rajasthan**), shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.
- 7. The selected Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency/i.e. without prior written consent of the **Central University of Rajasthan**, **NH-8**, **Bandarsindri**, **Kishangarh**, **Dist- Ajmer** (**Rajasthan**). If it is found that the firm has given sub-contract for Play-Ground Equipment's on the basis of procurement/ supply order, the contract shall stand cancelled & the performance security shall stand forfeited.
- 8. Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist- Ajmer (Rajasthan) shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the successful bidder in the course of their performing the duties to this office in connection with purchase order/supply order for Play-Ground Equipment's.
- 9. The Competent Authority of Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist-Ajmer (Rajasthan) reserves the right to relax/withdraw any of the terms and conditions mentioned in the tender documents, if doing so is in the interest of the Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist-Ajmer (Rajasthan).
- 10. The rate submitted by the Agency should not be higher than the Govt. Approved /DGS&D Rates at which the Play-Ground Equipment's are being supplied by it to other Govt. Institutes/Ministries/Departments. If subsequently it is found that the firm has supplied Equipment's at higher rates to the Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist- Ajmer (Rajasthan), the excess amount shall be recovered from the Performance Security and/or from the pending bills of the firm along with a penalty of Rs.1,000/-on firm on such occasion and shall be doubled on subsequent occasions.
- 11. Warranty: The supplier warrants comprehensively that the Equipment's used for establishing Play-Ground Equipment's, which has standard life supplied under this contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the Play-Ground Equipment's supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's Technical specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Play-Ground Equipment's under the conditions prevailing in India. The on-site replacement warranty shall remain valid for a period of 36 Months from the date of recording of acceptance of goods at CENTRAL UNIVERSITY OF RAJASTHAN Bandarsindri. Free maintenance services shall be provided by the Bidder during the period of warranty for 3 years. The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements/Purchase order(s) (i.e. time required for bidders maintenance Engineer to report at the installation after a request call/email from Store/IT Department is made or letter is written) shall not exceed 48 hrs.
- 12. **Quality of Goods and Services: The** Equipment's/product must confirm to the Technical specifications given in Chapter-3 and of desired quality. The bidder shall guarantee that item delivered to the purchaser are brand new and not refurbished one. Consistency in quality shall be maintained for the entire lot of products offered. The vendor shall be responsible for the quality of supply. Successful bidder has to past non-removable sticker on all kind of Play-Ground Equipment's with details of Tender no., Bidder's name, Address, Contact detail, Service Centre/ help line number and warranty expiry date.
- 13. Delivery & installation: Within 30 working days from the date of confirmed purchase Order/Purchase Instruction issued by the Competent Authority of Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist-Ajmer (Rajasthan).

- 14. Any complementary scheme offered by the manufacturer shall be provided to the **Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist- Ajmer (Rajasthan)** with no additional cost.
- 15. The contract shall be for a period of one year from the date of award of contract or as indicated in the letter communicating award of contract to the selected firm(s). The contract may be extendable year to year, subject to maximum period of 1 year, on the same terms and conditions or with some addition/deletion/modification mutually agreed upon by the successful Play-Ground Equipment's supplier Agency and the **Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist-Ajmer (Rajasthan).**
- 16. The **Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist- Ajmer** (**Rajasthan**) reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation i.e. auxiliary/ancillary/incidental to "**Dictionary meaning**" of Play-Ground Equipment's.

THIS AGREEMENT will take effect from _____ day of _____Two Thousand Seventeen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Kishangarh/ Bandarsindri in the presence of the witness:

For and on behalf of the 'Agency'	For and on behalf of the "Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh/, Dist- Ajmer (Rajasthan)"	
Signature of the authorized Official	Signature of the authorized Officer	
Name of the Official	Name of the Officer	
Stamp / Seal of the 'Agency'		
SIGNED, SEALED AND DELIVERED	By the said	
By the Said		
Name on behalf of the 'Agency' in presence of Witness: Name :	Name on behalf of the "Director, CENTRAL UNIVERSITY OF RAJASTHAN Bandarsindri" in presence of Witness: Name: Address:	
Address:		

The "Registrar", Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh, Dist- Ajmer (Rajasthan)

WHEREAS _______ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no_______ dated ______ to supply (description of goods and services) (herein after called "the Supplier").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. ______ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 39 (Thirty Nine) months from the date of issue (indicate date) valid up to

.....

(Signature with date of the authorised officer of the Bank) Name and designation of the officer Seal, name & address of the Bank and address of the Branch

To,