

CENTRAL UNIVERSITY OF RAJASTHAN
(Established by an Act of Parliament, the Central Universities Act 2009)
Bandarsindri – 305817 Distt. Ajmer, Rajasthan.



**TENDER DOCUMENT FOR UNDERTAKING PLANTATION WORK,
SUPPLY, INSTALLATION AND MAINTENANCE OF DRIP
IRRIGATION SYSTEM INCLUDING CIVIL WORK FOR OLIVE
PLANTATION AT CENTRAL UNIVERSITY OF RAJASTHAN,
KISHANGARH, AJMER, RAJASTHAN.**

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CENTRAL UNIVERSITY OF RAJASTHAN
(A Central University by an Act of Parliament)
NH-08, Bandarsindri, Kishangarh, Ajmer (Rajasthan) - 305801
Tel: 01463-238723, 238755, Fax: 01463-238722
Website: www.curaj.ac.in

1. Introduction:

ABOUT UNIVERSITY: The Central University of Rajasthan (CURAJ) has been established by an Act of Parliament (Act No. 25 of 2009) and is fully funded by the Government of India. The State Government allocated 518+ acres of land for the permanent campus of the Central University at Bandarsindri near Kishangarh on Jaipur – Ajmer Road (NH-8). CURAJ has been functioning at its permanent campus situated at NH-8, Bandarsindri since 2012.

Location: 20 Km from Kishangarh, 46 Km from Ajmer, 76 Km from Jaipur while going from Jaipur to Ajmer and about Two km from the highway (NH-8)

Scope of work/services: UNDERTAKING PLANTATION WORK, SUPPLY, INSTALLATION AND MAINTENANCE OF DRIP IRRIGATION SYSTEM INCLUDING CIVIL WORK FOR OLIVE PLANTATION AT CENTRAL UNIVERSITY OF RAJASTHAN, KISHANGARH, AJMER, RAJASTHAN.

Area/Size of the land where this work is to be carried: 5 Acres in University Campus. Site as directed by university authorities.

Commencement of the work (Tentative): During the first week of June 2018 (Preferably the first phase of preparation of land for plantation). Other phases comprise of application of soil conditioners (fertilizers, pesticides, fungicides as per the Indian horticultural standards, drip irrigation, mobilization of saplings, planting of saplings, maintenance.

Period of Contract: The contract, if awarded, will be initially for one year from the date of award and extendable for further period, year to year basis subject to satisfactory performance.

Note: Before quoting the rates, the bidder shall inspect the plantation site in Central University of Rajasthan, Bandarsindri, Kishangarh-305817 at their own cost.

Open Tender enquiry No: CURAJ/R/F.98/ 2018/289

Dated: 19/04/2018

2. Schedule for Tender Enquiry

TENDER DOCUMENT FOR UNDERTAKING PLANTATION WORK, SUPPLY, INSTALLATION AND MAINTENANCE OF DRIP IRRIGATION SYSTEM INCLUDING CIVIL WORK FOR OLIVE PLANTATION AT CENTRAL UNIVERSITY OF RAJASTHAN

Sealed tenders are invited from firms/company in two parts, “Part A” (Technical Bid) and “Part B” (Financial Bid) with the following Details:

Tender Document Fee: **Rs. 1,000/- (Non – refundable)**

EMD Fee: **Rs.50,000/- (Refundable)**

Performance Security: **Rs.1,10,000/- (to be deposited by successful bidder)**

1. Tender Document upload (publish) date/time: **19-04-2018 upto 15:00 hrs.**
2. Last Date and time of submitting Tender Form: **21-05-2018 upto 15:00 hrs.**
3. Date of opening of Tender (Technical Bid): **21-05-2018 upto 16:00 hrs.**
4. Date of opening of Tender (Financial Bid): **Will be intimated to all eligible bidders, separately**
5. Pre bid meeting of tender: **01-05-2018 at 11:30 hrs.**

Type of Tender: Two Bid Systems. (Rule 163 GFR 2017)

NOTE:

1. **IF THE TENDER IS NOT OPENED ON THE ABOVE DATE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE NOTIFIED BY EMAIL OR WILL BE PUT ON WEBSITE.**
2. **THE BIDDERS WHO FAIL TO SUBMIT THE REQUIRED TENDER FEE AND EMD, THEN THEIR TECHNO COMMERCIAL BIDS WILL NOT BE CONSIDERED FOR OPENING.**
3. **BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER.**
4. **THE BIDS RECEIVED SHALL BE VALID FOR A PERIOD OF 180 DAYS FROM THE LAST DATE FOR RECEIPT OF BIDS.**

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Bandarsindri, – 305817 Distt. Ajmer, Rajasthan.
www.curaj.ac.in

3. TENDER ENQUIRY NOTICE

Tender No.CURAJ/R/F.98/2018/289

Dated: 19-04-2018

1. Tenders are invited from established and experienced agencies for undertaking plantation work, supply, installation and maintenance of drip irrigation system including civil work for olive plantation at Central University of Rajasthan, NH-08, Bandarsindri, Kishangarh, Ajmer Rajasthan – 305817. The Terms and Conditions of tender are available on the official Central University of Rajasthan website www.curaj.ac.in. Alternatively, the tender document can be downloaded from the Central Public Procurement Portal (CPPP) of Govt. of India at www.eprocure.gov.in . All other amendments/modification/Corrigendum in future will only be published on the website www.curaj.ac.in. and Central Public Procurement Portal (CPPP) at www.eprocure.gov.in.
2. The bidder must go through the prescribed terms & conditions and visit the CURAJ campus to see the site location and condition before submitting the bids.
3. Bidder must unconditionally accept all terms and conditions stipulated in the original/downloaded tender document and submit the entire document signed and stamped, with all the supporting documents in support of the statements made in the tender.
4. The Tenders will be evaluated under Two-Bid System, namely, (i) Technical bid consisting of all technical details along with commercial terms and conditions; and (ii) Financial bid indicating item-wise price for the items mentioned in the technical bid. The technical bid and the financial bids should be sealed by the bidder in separate covers duly super-scribed at the top of envelop as **“Tender for Plantation work in CURAJ Campus”** and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed at the top of envelop as **“Tender for Plantation work in CURAJ Campus”**.
5. All documents submitted should be self-attested with official seal of the bidder.
6. In case the date of opening of tenders is declared a holiday later on, the tenders shall be opened at the same time on the next working day.
7. All pages of the bid including all enclosures should be numbered (except printed leaflets/catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
8. Bidders are advised to see the tender at www.curaj.ac.in once again before submitting the bid for any corrigendum that was uploaded subsequently against this tender.
9. Price quoted should be in Indian Currency and should be inclusive of all charges.
10. Please contact the undersigned for any pre bid enquiry on registrar@curaj.ac.in

Registrar, Central University of Rajasthan

4. Important instructions to be noted carefully by the bidder:

A. Procedure for the submitting tenders

The following documents along with supporting documents must be submitted in original form so as to reach the Office of the Registrar, Central University of Rajasthan, Kishangarh, Rajasthan - 305817, before the last date and time of the closing of the bid:

S. No	Description of the Document/Certificate	Status (Submitted/Not Submitted)
1	Covering letter indicating the list of enclosures	
2	Original Demand Draft (DD) towards Tender Fee	
3	Original Demand Draft (DD) towards EMD/Bid Security	
4	Tender Document Duly filled in, signed and stamped by the bidder or his authorized representative.	
5	Additional information of the bidder duly signed by the bidder or authorized representative of the bidder in the Proforma and format as given in Annexure-I	
6	Declaration in Annexure II	
7	A Copy of registration of nursery with local competent authority, Department of Horticulture, Govt. of Rajasthan/India or any other Govt. Department or Indian Nursery Men Association	
8	Declaration as per Annexure-III along with attested Copy of Income Tax Return for the last three years of plantation/horticulture/garden maintenance service, PAN No., GST Registration Certificate of the Bidder;	
9	Undertaking about years of experience in the field of horticulture/garden maintenance service shall be given in – Annexure-IV	
10	Undertaking by bidder – Annexure –V	
11	Proof of successful execution along-with certified copies of the Award of Work/Agreement executed for providing of identical/similar Services.— Annexure-VI	
12	Technical bid and price bid as per Annexure VII & VIII of this tender document. However it must be noted that the no price should be indicated in the technical bid.	
13	Each page of the tender should be numbered and signed by the bidder with the seal of the firm.	

Signature, Name and designation of the authorized signatory

B. Pre-Qualification Bid (PQB)

Following documents are required in the Pre-Qualification Bid to be attached with technical bid. The Bids must be responsive to pre-qualification bid criteria to qualify for technical evaluation. The bid criteria as mentioned in table must be fulfilled and supported by relevant documents as indicated below:-

No.	Eligibility Bid Criteria	Document
1	ANNEXURE-I	Properly filled and duly signed and stamped.
2	Earnest Money Deposit of Rs.50,000/-only	DD/Pay Order/Banker's Cheque shall be in favor of Central University of Rajasthan" payable at Bandarsindri/ Kishangarh along with properly filled, signed and stamped ANNEXURE-II
3	ANNEXURE-III	Copy of IT return of FY 2014-15,2015-16 and 2016-17 and photocopy of PAN card along with properly filled, signed and stamped ANNEXURE-III
4	Undertaking by bidder as mentioned in ANNEXURE-IV	On official letter head of bidder, duly signed and stamped by bidder or his/her authorized representative.
5	Undertaking by bidder as mentioned in ANNEXURE-V	To be signed and stamped by bidder or his/her authorized representative

Following documents are required to be submitted in the TECHNICAL Bid. In case of non-submission of requisite document(s) or providing incomplete technical details by the bidder, the bid is liable to be rejected during the technical evaluation stage without any further correspondence, whatsoever.

The bidder should have a permanent place of business in India and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form.

The bidder should have relevant license like labour license etc for the purpose of taking up Horticulture/gardening/Plantation work in Rajasthan (Copies to be enclosed)

The Agency should be in the business of horticulture/gardening/plantation work for a period of at least last **Five** years ending 31st March 2018. Note: - Scanned documents in support of each of the above eligibility conditions should be enclosed with the Technical Bid. Simple information without supporting documents shall not be considered as valid.

Proof of successful execution along-with certified copies of the Award of Work/Agreement executed for providing identical/similar services should be attached.

List of Present clients shall be submitted in the Annexure VI of the tender document. The contracts either expired within one year of last date of submission of bid or continuing at present only should be included in the list.

Important Conditions:

- (i) The bidder should put his/her dated signature on every page of the bid document as a token of having read and understood the terms and conditions of the tender, failing which the tender is liable to be rejected on technical ground.
- (ii) All pages of the tender document including attachments/enclosures should be serially numbered. The bidder is advised to prepare an index of the documents with page number and put the index at the top for easy identification of documents.
- (iii) Interested parties may visit the site; inspect Lawn area and works to be carried out physically on any working day before sending their quotations.

C. Method of evaluation-Technical Bid Evaluation:

- (i) While selecting the contractor/bidder, due consideration will be given to Work experience Certificates.
- (ii) The final selection of the agency would be made after taking into account all relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfilment of provisions of labour laws with past contract and other terms and conditions specified in the Tender Document. Mere Lowest rate is not the sole criterion of selection.
- (iii) Tender submitted by the bidders will be examined by the University Technical Evaluation Committee.
- (iv) The decision of the Technical Evaluation committee shall be final and no representation in this regard shall be accepted. The price bids of only technically responsive bid shall be opened. The responsive Bidder are advised to be present at the time of price bid opening (time, date and venue will be informed through email/phone to the responsive Bidder).

D. Financial Bid: Quote your rates

The tender should quote rates as per the Annexure -VIII, which shall be inclusive of all the charges Viz. Labour Charges, Input cost, Transport charges, Materials Charges, Services Charges etc. and any other statutory obligations as the case may be.

The Price Bids must be submitted in the prescribed format in the (**Annexure-VIII**) and nowhere else the prices should be mentioned.

- i. ***PLEASE NOTE THAT NO PRICES SHALL BE INDICATED IN THE TECHNICAL BID OTHERWISE, THE BID WILL BE REJECTED OUTRIGHTLY WITHOUT ANY FURTHER CORRESPONDENCE**

ii. Method of evaluation- price bid evaluation:

The bid shall be evaluated based on following criteria and points:

- a. The price bid is to be quoted strictly as per the format given in **ANNEXURE VIII**. There should be no cuttings or over writings.
- b. If price bid is not quoted as per the format in **ANNEXURE VIII**, the bid may be liable for

rejection or the evaluation committee may make its own judgment regarding the total cost of the price bid quoted by the bidder.

c. Prices shall be quoted in Indian Rupees.

d. The rate should be mentioned in figures as well as in words exclusive of taxes and levies. In the event of any dispute over the rates quoted in figures, rates quoted in words will be treated as final.

The Bidder shall be awarded the tender based on total cost. In case of tie in the price bid, the bidder with higher points in technical evaluation shall be considered as L-1 and will be awarded the contract subject to fulfilling all other terms and conditions as given out in the tender document. GST shall be paid to the service provider if applicable. (Annexure VIII).

Note: The Bidders are advised to provide authentic information as needed and relevant both while submitting bid document (eligibility and technical) as well as during technical presentation to enable the evaluation committee to make proper judgment and get a proper assessment. Inability to provide the required information or satisfactorily prove the statements or establish the veracity of claims would go against the Bidder. No claim made subsequently shall be accepted or entertained. Prices quoted by the Bidder shall be fixed and no variation will be allowed under any circumstances except that of change in tax rates.

5. GENERAL TERMS & CONDITIONS FOR TENDER ENQUIRY

1. The 1st party, Central University of Rajasthan, reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such an eventuality 1st party (Central University of Rajasthan) further reserves to get the work done from some other agencies at the risk and cost of the bidder. The 2nd Party may be subjected to black listed by University for a period up to 5 years from participating in such type of tenders and the earnest money/performance security deposit may also be forfeited.
2. It shall be presumed that the terms & conditions mentioned in the tender document have been read understood and duly accepted in their entirety. The Bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in the tender document.
3. Tender forms are not transferable. Only the original/downloaded complete tender form must be signed & stamped and submitted.
4. Each page of the tender should be numbered and signed by the Bidder with the seal of the firm.
5. Furnishing of wrong information and false documents will make the Bidder ineligible for bidding and liable to be debarred/blacklisted from participation in Tender enquiries/Open Tenders/Annual Rate Contracts by this University.
6. The past performance of the Bidder and other criteria as given in the eligibility & technical will be taken into consideration for award of Contract.
7. The Bidder will have to furnish documents in support of the information given in the tender. Original documents will be checked for verification as and when required.
8. In case of any attempt for cartelization by Bidder with a view to hike up the prices, all bids will be rejected and the Bidder will be blacklisted and bid security (EMD) will be forfeited.
9. If any required information /documents are not submitted, then the bid of the concerned Bidder will be rejected and shall not be considered. No representation in this regard will be entertained.
10. The Bidders are expected to be present at the time of opening of tenders; however, the bids will be processed even though no Bidder/representative is present as per the declared schedule date and time.
11. The decision of the University regarding approval of bids shall be final and binding on all Bidders.
12. A prospective Bidder requiring any clarification of the Bidding Document shall contact the University in writing at the Client's address.
13. Correspondence: No further correspondence shall be entertained after opening of the bids.
14. Any person who is in Govt. Service anywhere or an employee of the University or any of the family members should not be made a partner to the contract by the 2nd party (Bidder) directly or indirectly in any manner whatsoever.

15. The individual signing the quotation form or any document forming part of the contract on behalf of 2nd party (Bidder), shall be responsible to produce a proper power of attorney duly executed in his favour stating that he/she has authority to bind other such person of the firm as the case may be in all matters pertaining to the contract including the arbitration clauses.

If subsequently the person, so signing, fails to provide the said power of attorney within a reasonable time, Central University of Rajasthan may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages. In case of registered or unregistered partnership firm, all the partners should sign the quotations. In case of change of any person signing the agreement on behalf of limited company or firm, he/she will produce a letter of authority /resolution passed by the company empowering him/her to sign the agreement on behalf of the Bidder/ company or firm.

16. The personnel, whose services are availed by the 2nd party (Bidder), shall at all times and for all purposes be the employees of the 2nd party and on no Account Personnel so appointed and recruited by the 2nd party (Bidder) will have any claim for appointment, continuous recruitment or regularization etc. against the client.(1st party /CENTRAL UNIVERSITY OF RAJASTHAN).

17. In case by virtue of the Workman's Compensation Act, the University is obliged to pay compensation to such person/persons employed by the 2nd party (Bidder) in execution of the work, University will be entitled to recover from the Bidder(2nd party) the amount of compensation so paid.

18. The Bidder shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license to University, duly attested. The agency shall abide by all the necessary provisions of various Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation, EPF and any other laws and rules applicable in this regard, and adhere to all statutory requirements/compliance. Payment of wages to the labour recruited by Bidder shall be made by the Bidder as per minimum wages applicable from time to time.

19. The Bidder, himself, shall be responsible for any type of statutory/ mandatory claims or penalties in light of the default with reference to the above provisions.

20. In case any person engaged by the Bidder is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the Bidder will have to replace such a person with a suitable substitute at the direction of the University authority at short notice.

21. The University shall not provide any sort of accommodation to the staff or person deployed by the Bidder and no cooking/lodging will be allowed in the premises of the Central University of Rajasthan at any time.

22. The Bidder shall not engage labour below the age of 18 years. All the staff deployed by

the Bidder shall be medically fit and their antecedent were verified prior to their deployment in the University.

23. If any complaint of misbehavior and misconduct comes into the knowledge of the Central University of Rajasthan authorities then all such responsibilities shall be of the Bidder and any loss owing to negligence or mishandling by bidder staff, the Bidder shall himself or herself be responsible to make good for the losses so suffered by the University.

24. The Bidder shall not, at any stage, cause or permit any sort of nuisance in the premises of University or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the University premises and near to it.

25. No escalation of rates quoted will be allowed during the period of contract except due to revision of minimum wages or revised statutory provision.

26. The Bidder shall not engage any sub-contractor/transfer the contract to any other agency/person in any manner.

27. Tax deduction at source shall be governed by the prevailing rules.

28. In case the agency fails to execute the job after signing the agreement /deed or leave the job before completion of the period of contract at their own accord, the University shall have the right to forfeit the performance of Security Deposit, besides preferring a claim to get the balance work done at the cost and risk of the contractor.

29. The University reserves the right to

- a. Amend the scope and value of any contract under this service.
- b. Reject or accept any Bid without assigning any reasons thereof and
- c. Reject all Bids and cancel the Tender.
- d. The University shall neither be liable for any such actions nor be under any obligation to inform the Bidders.

30. Penalty Clauses

1) In case the Bidder fails to commence / execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, University reserves the right to impose the penalty as detailed below:

- a) 2% of cost of order / agreement per week, up to 2 weeks delays.
- b) After 2 weeks delay, the University reserves the right to cancel the contract and withhold the agreement and forfeit the Performance security/EMD as applicable and get this job to be carried out from at the cost of the Bidder. The defaulting Bidder may be blacklisted from participating in any tender of Central University of Rajasthan up to next five years.
- c) The amount payable for the preceding month can be partially/ fully deducted depending on the severity of default in case of non-compliance with work stipulations, post to commencement of the contract.

31. Bid Security (EMD):

- i. Each tender must be accompanied by EMD of **Rs 50000.00** in the form of a Demand Draft/ Pay Order/BG/FDR favoring Central University of Rajasthan and duly discharged in his favour in advance. Bid Security is to be attached along with the Technical Bid.
- ii. The Bid Security shall be valid and remain deposited with the University for the period of forty five days beyond the final bid validity period.
- iii. In case of non-submission of Bid Security, the tender would be rejected without assigning any reason whatsoever.
- iv. No interest shall be payable by the University on the Bid Security.
- v. Exemption: Firms may be exempted from payment of Bid Security, if they are registered with NSIC and Govt. of India/ State Government Undertakings subject to submission of such valid exemption certificate.
- vi. Bid Security shall be refunded to the unsuccessful Bidder after finalization of the tender and to the successful Bidder on furnishing of Performance Security.
- vii. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer.
- viii. If the successful Bidder fails to furnish the Performance Security within the stipulated period, then the Bid Security (EMD) is liable to be forfeited.

32. Performance Security

- i. The successful Bidder shall furnish Performance Security of 5% of the total cost of the tender in the form of a Demand Draft/ Pay Order/ Bank Guarantee/ FDR favoring Central University of Rajasthan Payable at Kishangarh and duly discharged in his favour in advance to ensure due performance of the contract within Seven (07 days) or earlier from the date of receipt of communication from the University informing "Acceptance of Bid" and signing of Service Level Agreement (SLA) prior to commencing the work, but not later than 21 days.
- ii. In case of Bank Guarantee, the same shall be from a Nationalized Bank in India.
- iii. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contract.
- iv. Failure of the Bidder /supplier to submit the above-mentioned Performance Security shall constitute sufficient ground for the annulment of the Contract and forfeiture of the Bid Security.
- v. The Performance Security as mentioned in the sub-para (i) above shall be released on satisfactory completion of all contractual obligations (liabilities) +60 days.
- vi. No interest shall be payable on the amount of security deposit.

33. Commitments by the Central University of Rajasthan

1. **Space:** On the expiry or earlier termination of this Agreement, the said spaces for various services shall be vacated peacefully by the Service Provider and handed over to CENTRAL UNIVERSITY OF RAJASTHAN.

2. **CENTRAL UNIVERSITY OF RAJASTHAN WOULD NOT** be responsible for providing any free healthcare facilities. It is the responsibility of the Vendor/agency to get all the best medical care facilities render to all the Staff deployed at CENTRAL UNIVERSITY OF RAJASTHAN

3. The existing cafeteria/canteen facilities of CENTRAL UNIVERSITY OF RAJASTHAN can be utilized by the personnel of the agency.

34. Supervision and quality control

1. The University shall have the right to terminate the contract of the services rendered by the agency, which are not of the requisite standard.

2. The University will have unfettered right to inspect the premise, process of plantation, at any time and the service provider will cooperate with the authorities. University will have overriding supervising power to give instruction and it must be complied with.

35. Contract tenure (EXTENSION)

1. The contract will be valid for 01 year from the date of award of work. University will decide the commencement of the service which will be duly notified at the time of Award of Tender.

2. After execution of the work to the satisfaction of the employer and free maintenance period, annual maintenance contract would be awarded as the University deems it appropriate.

36. Payment Terms

1. The payment for the maintenance shall be made on monthly basis to the Bidder/service provider.

2. a. Transportation of Olive saplings b. Field preparation, c. Digging and filling of pits, d. Fertilizer Manure, chemicals, e. irrigation system and f. plantation will be made individually after completion of work and submission of bills along with proof of completion of work duly certified by the designated officer of CURAJ.

3. Payment shall be made as per actual and not exceed quoted price after evaluating the work done through physical verification at the plantation site.

4. Payment from University shall be made by electronic fund transfer to the Bidder/Service provider's account by NEFT or RTGS for which purpose Bidder/Service provider is expected to submit the complete bank details.

37. Force Majeure

- i. "Force Majeure" shall mean any event beyond the reasonable control of the University or the Bidder/ service provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of

the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.

- iii. No delay or nonperformance by either party hereto caused by the occurrence of any Event of Force Majeure shall
- a. constitute a default or breach of the Contract
 - b. give rise to any claim for damages or additional cost or expense occasioned thereby
 - c. If and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- iv. Notwithstanding clause (iii) above, Force Majeure shall not apply to any obligation of the University to make payments to the Bidder /Supplier herein.

38. Risk Purchase

In the event of the Bidder's failure to provide the ordered services as per the contract, the University reserves the right to get the work done by any third party at the cost of the bidder/service provider. The University shall retain the right of forfeiture of Performance Security and the outstanding claim and or any other action(s) as deemed fit.

39. Jurisdiction

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Ajmer, Rajasthan and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

40. Arbitration of law

1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists.
2. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Honorable Vice Chancellor of Central University of Rajasthan. The venue of Arbitration shall be University Campus, India. The award of the arbitrator so appointed shall be final and binding on both the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
3. Indian laws shall govern this contract.
4. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by

the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be University Campus, Distt. -Ajmer.

41. NOTICES

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, or facsimile to such Party i.e. the University or Bidder.

42. TERMINATION

The University may terminate the Contract, by not less than thirty(30) days' written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (i) to (iv) of this Clause and sixty (60) days' in the case of the event referred to in (v) below :

- i. if the Bidder is found failed in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;
- ii. if the Bidder becomes insolvent or bankrupt;
- iii. if as a result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- iv. if the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing or in executing the Contract.

For the purpose of this clause:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, either in cash to influence the action of a public official in the selection process or in contract execution.
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser.
- v. If the Client, at its sole discretion, decides to terminate this Contract.

43. Exclusive Right of the Central University of Rajasthan

The Central University of Rajasthan has full and exclusive right to accept or reject any bid or tender and / or withdraw the work order without assigning any reasons, whatsoever.

Registrar,

Central University of Rajasthan, Bandarsindri Signature of the Bidder with stamp

Witnesses:-

Detailed scope of the work to be carried out:

Place of Plantation: Central University of Rajasthan, Ajmer Campus.

Area of Plantation: Approximately 5 Acers

Transportation of Olive saplings: Selection, packaging and transportation of the healthy Olive plants saplings from Rajasthan Olive Cultivation Limited (ROCL) Nursery, Agriculture Research Station, Durgapura, Jaipur, Rajasthan to Central University of Rajasthan, Ajmer. Plants damaged during the transportation shall be replaced by the bidder free of cost. *(Note: Initial Cost of the plants (Approximately 1000 saplings) will be borne by Central University of Rajasthan)*

Selection of the Olive plant saplings: Healthy 12-15 months aged Olive plant saplings of are to be selected from the Rajasthan Olive Cultivation Limited, Sate Institute of Agriculture Campus, Agriculture Research Station, Durgapur, Jaipur, Rajasthan, India.

Field Preparation and Layout:

Preparation of land for plantation includes: Selected field (as directed by the University authorities) should be deeply ploughed followed by harrowing to root out the perennial weeds, grass, bushes, trees and heavy clods. Proper levelling of the land where the plantation is to be carried out. Water clogging should be avoided. Careful pre planning is essential by the bidder as any mistakes committed in beginning cannot be rectified later on.

Planting Distance: Planting distance shall be 6mts between the Olive plants and 5mts between the rows.

Digging and filling of pits:

- A. Pit marking as per the planting distance stated above
- B. Pit Digging (Pit Size would be 1x1x1m dimension)
- C. Pit filling with compost and fertilizers as per the horticulture standards
- D. Pest control treatment (Pesticides/Fungicides etc.)

Fertilizer, Manure and Chemicals: Manure and Fertilizers specified shall be applied by contractor as required. Manure, Fertilizers and chemicals shall be provided by contractor at his own cost during the plantation and whenever required. Fertilizer like Farm yard Manure (FYM) -10 kg, Superphosphate-100gm, Murate Potash-100gm, Fenvulrate dust-250gms per tree is provided at the time of plantation in the pit.

Plant Protection: Periodic checks to be carried out for pests and disease. In the event of spraying of appropriate, pesticides, insecticides and fungicides will be required for eradication of the same, pesticides, insecticides and fungicides will be supplied by contractor/bidder.

Maintenance: Contractor shall engage experienced and adequate number of skilled workers for undertaking plantation work at Central University of Rajasthan covered under the contract and shall develop and maintain trees on regular basis and shall arrange all durables, consumables and machines required for gardening/maintenance. The maintenance shall

include plantation, watering, manuring, fertilizing, plant protection, sweeping, weeding, and disposal of garden refuse, cultivation and cutting of edges, making basins of tree pits and hedges etc.

Irrigation system: Drip irrigation shall be arranged for water requirement of the entire project of 5 acres of olive plantation. Operation and maintenance of Drip irrigation system including cost of providing operator, periodical checking of the system cleaning, oiling, greasing, routine maintenance , necessary safety arrangements and consumables will have to be taken care by the service provider (Bidder). This shall include all cost involved in maintenance except for electricity for operation, which shall be provided by the University. Daily adequate watering of all plants has to be done. Bidder should make his own arrangement of water pump/ hose pipe in adequate quantities. All the plants should be irrigated properly. Service provider (Bidder) must ensure that unnecessary wastage of water does not occur at any time and must protect the irrigation fitting/ hydrant etc. any damage to existing irrigation system due to negligence of his staff workers will have to be made good by Contractor at his cost.

Time of Planting: Olive Planting shall be done during rainy season (July to August) tentatively.

ANNEXURE I

ADDITIONAL INFORMATION

1. Tender Enquiry No. Due for opening on:
2. Name & Address of Tenderer
3. **Status:**
- i) Indicate whether you are LSU or SSI
 - ii) If you are a small scale unit registered with NSIC under single point Registration Scheme, whether there is any monetary limit?
 - iii) In case you are registered with NSIC, Whether you have attached a photocopy of the Registration Certificate?

Please indicate

4. Name & Address of your Banker
5. Business Name and constitution of the firm. Is the firm registered under
- i) The Indian Companies Act, 1956
 - ii) The Indian Partnership Act, 1932
 - iii) Any act, if not, who are the owners.
(Please give full Names and Address)
6. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative please state further:
- (i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender.
 - (ii) If the answer to (i) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

Signature of witness

Signature of Tenderer

Full Name and Address of Witness

Full name & address of the Person signing
(In BLOCK LETTER)

Whether signing as Proprietor/ Partner

/ Constituted Attorney / duly authorized by the company.

ANNEXURE II

DETAILS OF BID SECURITY/ (EARNEST MONEY DEPOSIT)

Tender Enquiry No. **CURAJ/**

Due for opening on:

Bid Security (EMD) as required by this tender is being submitted in the form of Demand Draft BG/FDR/Pay Order/Call Deposit favouring “Registrar, Central University of Rajasthan” payable at Bandarsindri, and duly discharged in his favor in advance.

Details of Demand Draft FDR/ Call Deposit/BG/ Pay Order/attached:

DD.No. _____ Dated _____

Drawn on (Bank) _____

Amount _____

Signature of the Tenderer

Name & Address with stamp

ANNEXURE III

INCOME TAX RETURN & PAN NUMBER/GST Registration

Tender Enquiry No. **CURAJ/**

Due for opening on:

IT Return & PAN Number, as required by this tender is being submitted along with this tender.

Details of IT Return: Copy of IT returns of FY 2014-15, 2015-2016, 2016-2017

PAN number (Attach a photocopy of PAN Card):

G ST Registration No:

Signature of the Tenderer

Name & Address with stamp

ANNEXURE IV

UNDERTAKING – YEARS OF EXPERIENCE

Tender No. _____

Due for opening on: _____

Name of the Service _____

I/ We M/s _____ hereby declare that:

Our agency has been in business for a period of at least last 5 years in horticulture maintenance services, for which the quotation/ tender are submitted.

We have served in similar services i.e. provided services for one year or more in at least one Govt. University/ Institute in the last 5 years.(certificate from the authorized official of the concerned organisation be attached to support the claim.)

We will be able to arrange for the required manpower, equipment, material, etc and other resources for the establishment of service as per the tender term within **15** days of award of tender **(AT)/Letter of intent (LOI)**.

We will abide by all the terms and conditions of this tender including the clauses of bid security and performance security.

We declare that we have necessary infrastructure/tie up for the maintenance of the equipment being used and enough manpower to cater to any additional need of University on short notice (any increase in required manpower, duly paid), if any such need arises in the tenure of the contract.

Signature of the Tenderer

Name & Address with stamp

ANNEXURE V

UNDER TAKING ON NON-JUDICIAL STAMP PAPER OF RS. 50.

Tender Enquiry No. CURAJ/

Due for opening on:

I/We M/s _____ hereby declare that

1. I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period contract.
3. The Earnest Money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft/FDR/Bank Guarantee No. _____ dated _____ drawn on bank _____ Branch.
4. I/We give the right to the Competent Authority of Central University of Rajasthan to forfeit the earnest Money/Security money deposited by me / us if any delay occur on my part or failed to render service within the stipulated period.
5. I hereby undertake to render the service as per direction given in the tender document
6. I shall be vacating any space that may be provided to me by the Competent Authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.
7. I/ we agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.
8. I/we agree for the all clauses and payment terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
9. I/ we have necessary licenses/ authorizations for the providing services and/or obtain the same at my/our costs and expenses as and when required.
10. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc.
11. The tender document has been downloaded from the official website i.e. www.curaj.ac.in for bidding purpose is a true copy of the original.
12. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed in the past 3 years by any Government/ private institution except as per the following details:-
(If there is any case please attach the details of the same)
13. I/we also certify that that there is no vigilance/ CBI case pending against the firm/ supplier/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm except as per the following details:-
(If there is any case please attach the details of the same)
14. I/we also certify that that there is no pending case for payment/ civil liability pending against us in any of the courts except as per the following details:-
(If there is any case please attach the details of the same)

Signature of the Tenderer

Name & Address with stamp

ANNEXURE VI

LIST OF PRESENT CLIENTS

S.No.	Name of the client	Scope of work	Date of starting	Date of completion	Reference of authorized official on clients side with contact number
1.					
2.					
3.					
4.					

Note: Keep adding in the similar manner if the list is longer

NOTE:

1. Present clients mean the clients presently (on the last day of bid submission) being served by service provider. The list of previous clients within one year of last date of submission of bid can also be included.
2. Supporting documents in the form of award of work/completion should be submitted.
3. Please highlight the clients for which the total tenure of services is 3 years or more than 3 years continuously. Certificate of continuity of services with all the clients where Security services have been provided for 3 or more years continuously should also be attached/proof of award of work in continuity to be attached.
4. If no proof of award of work, completion of work is submitted, the evaluation committee may make its own judgment and the Bidder may be rated poorly on this count in technical evaluation.

Signature of the Tenderer

Name & Address with stamp

**Annexure VII
Technical Bid**

Technical Specifications:

S. No	Nature of Works to be done	Quantity (Approx)	Unit	Compliance (Yes/No)
1	Field Preparation and Layout: <i>Preparation of land for plantation includes:</i> Selected field (as directed by the University authorities) should be deeply ploughed followed by harrowing to root out the perennial weeds, grass, bushes, trees and heavy clods. Proper levelling of the land where the plantation is carried out.	05	Acres	
2	Digging and filling of pits: A. Pit Marking as per the planting distance of 6mts between plants and 5mtrs between rows B. Pit Digging (Pit Size would be 1x1x1m dimension) C. Pit filling with compost and fertilizers as per the horticulture standards D. Pest control treatment (Pesticides/Fungicides etc.)	05	Acres	
3	Fertilizer, Manure and Chemicals: Manure, Fertilizers, pesticides etc. shall be supplied and also applied by contractor as per the requirement from time to time, at his own cost during the plantation and whenever required during the contract period. (Farm yard manure (FYM), Superphosphate Murate Potash, Fenvulrate dust, pesticides etc)	05	Acres	
4	Irrigation system: Drip irrigation shall be arranged for water requirement of the entire project. Operation and maintenance of Drip irrigation system including cost of providing operator, periodical checking of the system cleaning, oiling, greasing, routine maintenance, necessary safety arrangements and consumables.	05	Acres	
5	Transportation of Olive saplings: Selection, packaging and transportation of the healthy Olive plants saplings from Rajasthan Olive Cultivation Limited (ROCL) Nursery, Agriculture Research Station, Durgapura, Jaipur, Rajasthan to Central University of Rajasthan, Ajmer.	1000 Olive Saplings	Number	
6	Plantation as described in the Detailed Work description	05	Acres	
7	Maintenance: Contractor shall engage experienced and adequate number of skilled workers for undertaking plantation work at Central University of Rajasthan covered under the contract and shall develop and maintain trees on regular basis and shall arrange all durables, consumables and machines required for gardening/maintenance. The maintenance shall include plantation, watering, manuring, fertilizing, plant protection, sweeping, weeding, and disposal of garden refuse, cultivation and cutting of edges, making basins of tree pits and hedges etc. Maintenance for 1 year (Extendable year to year basis)	05	Acres	

Signature of the Tenderer

Name & Address with stamp