



**CENTRAL UNIVERSITY OF RAJASTHAN
NH-8, Bandarsindri, Kishangarh, Dist. Ajmer**

Tender Document

For

**Providing Tradesmen for day to day Civil Maintenance at
Central University of Rajasthan campus.**

**Notice Inviting Tender
To Provide Tradesmen for Civil Maintenance**

Central University of Rajasthan invites sealed tender for Providing Tradesmen for day to day Civil Maintenance at Central University of Rajasthan campus from Contractors of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government.

NIT No: CURAJ/R/F.103/2018/2892 dated 18.10.2018

Estimated Cost: Rs 16,49,616/- Period of Contract: 12 Months
Time and date of submission of bid: 30.10.2018 till 02.00 PM

Tender document may be downloaded from University web site www.curaj.ac.in and CPP Portal at free of cost.

Registrar

Notice Inviting Tender

The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh -305817 invites sealed **Item Rate Tender** from eligible and enlisted contractor of appropriate class of CPWD, MES, BRO, State PWD or public sector undertaking set by the Central or State 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 Tender
1	Providing Tradesmen for day to day Civil Maintenance at Central University of Rajasthan campus.	CURAJ/R/F.103/2018/2892 dated 18.10.2018	Rs. -16,49,616.00	Rs. 35,000/-	12 months	30.10.2018 At 02.00 PM	30.10.2018 At 03.00 PM

Tender document can be downloaded from University web site www.curaj.ac.in and CPP portal free of cost.

INSTRUCTIONS TO CONTRACTORS FOR SUBMISSION OF TENDER

TENDERER TO ENSURE THAT:-

1. Tender to be witnessed on CPWD8 of tender documents.
2. The contractor shall quote his rates keeping in mind the specifications, terms and conditions, additional / particular and special conditions etc. And nothing shall be payable extra whatsoever, unless otherwise specified.
3. The contractor whose tender is accepted shall also furnish performance guarantee of 5% of the tendered amount in addition to the other deposits mentioned elsewhere in the contract for proper performance of the agreement. This guarantee shall be in the form of Banker's Cheque, Bank/Demand Draft/ Pay order of any scheduled bank (in case guarantee amount is less than 1,00,000/-) or Government Securities or fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the prescribed form.

Documents to be accompanied along with Technical Bid

1. Attested copy of Registration certificate or registered partnership deed of firm if firm is in partnership.
2. EMD of Rs.35000/- through DD favouring Central University of Rajasthan, payable at Bandarsindri/ Kishangarh.
3. Self attested list of present clients alongwith their contact numbers and the copies of evidence in respect of the works executed of similar nature.
4. Experience Certificates of satisfactorily completion of three works of similar nature in last five years. However the contracts going to expired within next 6 months of the last date of submission of tender, may be included in the list.
5. Enlistment Certificate/ Order of the CPWD/ Rajasthan PWD or similar Government Departments.

CHECK LIST FOR CONTRACTORS FOR SUBMISSION OF TENDERS:

1. The contractor(s) should also read all the specifications, items & conditions, contract clauses, nomenclature of the items, specifications etc., contained in the bid document very carefully, before quoting the rates.
2. The contractor(s) should also read the General conditions of Contract for CPWD works 2014, which will be a part of the agreement with amendments upto the date of receipt of tenders including the special conditions and particular specifications etc.
3. Rates must be filled in words and figures. Amount should be worked out for all items.
4. The contractor(s) shall quote the rates keeping in mind the specifications, terms & conditions, additional and special conditions etc., and nothing extra shall be payable unless otherwise specified.
5. The Contractor(s) shall have to make his own arrangement for housing facilities for staff at his own cost. No labour huts will be allowed to be constructed in University campus. Any decision in this regard shall rest the with the Central University of Rajasthan.
6. The contractor(s) shall quote his rebate if required, mentioning specifically on what component it is applicable otherwise it shall be considered general rebate on total quoted rates.
7. The work is required to be executed in occupied buildings. The contractor(s) shall take precaution to ensure quality of workmanship as well as the progress of the work. He shall regulate the labour accordingly.
8. The contractor(s) shall make arrangement for disposal of dismantled materials from upper floors which are environmental friendly.

9. CPWD Contractor's Labour Regulations:

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

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

- (iii) The contractor whose bid is accepted will be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and program chart (time and progress) within the period specified in schedule 'F'.
- (iv) No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO and ESIC whatever applicable is submitted by the contractor to the Engineer-in-Charge.
- (v) The contractor shall also comply with provision of the interstate migrant workman (regulation of employment) condition of service at 1979.

Central University of Rajasthan
Bandarsindri, NH-8, Dist. Ajmer
NOTICE INVITING TENDER

1. Tenders are invited from reputed contractor for issue of tender documents for the work of:-

Name of Work: Providing Tradesmen for day to day Civil Maintenance at Central University of Rajasthan campus.

- 1.1 The work is estimated to cost Rs.16,49,616/-. This estimate, however, is given merely as a rough guide.

- 1.2 To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under:-

i)“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, than 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 work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit /Performance Guarantee.”

1. Agreement shall be drawn with the successful Tenderer on prescribed Form CPWD-8, which is available as a Govt. of India Publication (Edition 2014 with up to date correction slips issued up to the last date of issue of tender). Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
2. The time allowed for carrying out the work will be **12 (Twelve) months** from the date of start as defined in schedule ‘F’ or from the first date of handing over the site, whichever is later, in accordance with the phasing , if any , indicated in the tender documents.
3. The site for the work is available in full.
4. Bid documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Registrar, Central University of Rajasthan in office hours except on Sundays and Public Holidays. Bid documents can be downloaded from the University website www.curaj.ac.in and CPP portal at free of cost.
5. The tenders will be in two bid system

Envelope–I shall be **super scribed** as “**Technical Bid**” and shall contain the following

- i) Earnest Money Deposit (EMD) of Rs.35,000/- as demand draft of a scheduled bank and drawn in favour of Central University of Rajasthan.

- ii) Copy of PAN card.
- iii) Copy of GST registration
- iv) Copy of EPF and ESI registration.
- v) Copy of Experience Certificates from the clients regarding the quality and duration of services rendered during last five years as described above.
- vi) Copy of work orders from the client regarding the work awarded during last five years as described above.
- vii) Copy of work orders of on-going work at other sites.
- viii) A self-certificate showing the track record of contracting firm/contractor on the company letter head.
- ix) Duly signed & stamped of complete downloaded tender document.
- x) Appropriate class of civil Contractor license.

Note: Tenders received without EMD will not be accepted.

6. **Envelope-II** should be super scribed with “Financial Bid” and should contain only the contractor’s/agencies quoted rates in the given format (Annexure-IV).
7. Both envelopes shall be submitted together in another main sealed envelope with name of work written on cover. The bids will be received up to 02.00 PM on 30.10.2018 in the office of Registrar, Central University of Rajasthan. The envelope marked “Technical bid” shall be opened first by the authorized representative of the Central University of Rajasthan on the same day at 03.00 PM. Financial Bid of only those bidders shall be opened who qualify in the technical bid.
8. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in schedule F. This guarantee shall be in the form of Banker’s Cheque, Bank/Demand Draft/ Pay order of any scheduled bank (in case guarantee amount is less than 1,00,000/-) or Government Securities or fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the prescribed form.

In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule ‘F’, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

9. The description of the work is as follows:

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on

any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Electricity will be provided by the University free of cost. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

10. The University does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. The University reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
13. The tender for the works shall remain open for acceptance for a period of thirty (90) days from the date of opening of the financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the University, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit said earnest money absolutely as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
14. The bid document shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The bid documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D Form **8** - 2014 edition with upto date correction slip issued upto the last date of issue of tender.

Registrar
Central University of Rajasthan

Central University of Rajasthan

STATE RAJASTHAN

BRANCH ESTATE

Item Rate Tender & Contract for Works

Tender for the work of: Providing Tradesmen for day to day Civil Maintenance at Central University of Rajasthan campus.

- (i) Tender to be submitted by 02.00 PM on 30.10.2018 at office of Registrar, Central University of Rajasthan.
- (ii) To be opened in presence of tenderers who may be present at 03.00 PM on 30.10.2018 by the authorized representative of Central University of Rajasthan.

Issued to: - M/s _____

Signature of officer issuing the documents

Designation:

Date of Issue:

TENDER

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

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

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

A sum of Rs. 35000/- is hereby forwarded in demand draft in favour of Registrar, Central University of Rajasthan as earnest money. If I/We fail to furnish the prescribed performance guarantee of tender form within prescribed period. I/We agree that the University, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that University shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

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

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

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use 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.

ACCEPTANCE

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

The letter referred to below shall form part of this agreement:-

- a)
- b)
- c)

Signature.....

Dated

Registrar ,
Central University of Rajasthan.

PROFORMA OF SCHEDULES
(Operative Schedules to be supplied to each intending tenderer)

SCHEDULE 'A'

Schedule of Quantities Page No. 31

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl. 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
1.	NIL	NIL	NIL	NIL

SCHEDULE 'C'

Tools and Plants to be hired to the contractor

Sl. 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.

1. Additional conditions 2. Additional specifications

SCHEDULE 'E'

Reference to General Condition of the Contract CPWD 2014

Name of Work: Providing Tradesmen for day to day Civil Maintenance at Central University of Rajasthan campus.

Estimated Cost of Work : Rs. 16,49,616/-

Performance Guarantee : 5% of tendered amount

CLAUSE 10C : Not Applicable
 CLAUSE 10CA : Not Applicable
 CLAUSE 10CC : Not applicable

SCHEDULE 'F'

General Rules & Directions : General Conditions of Contract for CPWD Works
2014 with amendments upto date of receipt of
tender shall read with NIT

Officer Inviting Tender	Registrar, Central University of Rajasthan, Bandarsindri, NH-8.
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Definitions:

(i) Engineer-in-Charge	Executive Engineer, Central University of Rajasthan, Bandarsindri, NH-8.
(ii) Accepting Authority	Registrar, Central University of Rajasthan, Bandarsindri, NH-8.
(iii) Percentage on cost of materials and labour to cover all overheads and profits.	Overhead and Contractors profit 15% for all works.
(iv) Standard Schedule of Rates	-----
(v) Department	Central University of Rajasthan
(vi) Standard CPWD contract Form	GCC 2014, CPWD form 8 as modified and corrected upto the last date of issue of tender.
Clause 1 i) Time allowed for submission of performance guarantee from the date of issue of letter acceptance. ii) Maximum allowable extension beyond the period provided in (i) above.	7 days 5 days
Clause 2	
Authority for fixing compensation under clause 2.	Registrar, Central University of Rajasthan.
Clause 2 (A). Whether clause 2 (A) shall applicable	No
Clause 5	
Number of Days from the Date of issue of letter of acceptance for reckoning date of start.	15 days

Time allowed for execution of work	Twelve Months
Authority to decide:	
(i) Extension of time	Registrar, Central University of Rajasthan, Bandarsindri, NH-8.
(ii) Rescheduling of mile stones	Registrar, Central University of Rajasthan, Bandarsindri, NH-8.
Clause 6, Clause applicable - (6 or 6A) :	6
Clause 7	
Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	50 %
Clause 7A Whether clause 7A shall be applicable	Yes
Clause 10 B (ii)	
Whether Clause 10 B (ii) shall be applicable	No
Clause 10 CA	Not Applicable
Clause 10CC	12 Months
Schedule of component of other materials, Labour, POL etc for price escalation. Component of Civil (except materials covered under clause 10CA) / Electrical construction Materials expressed as percent of total value of work. Component of Labour – Expressed as percent of total value of work. Component of POL – Expressed as percent of total value of work.	Xm ...NIL...% Y.....NIL.....% Z.....NIL.....%
Clause 11	
Specifications to be followed for execution of work	CPWD specification 2009 Vol.-I to II with up to date correction slips issued
Clause 12	
12.2 & 12.3: Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work.	50%
12.5 : (i) Deviation limit beyond which clauses	50%

12.2 & 12.3 shall apply for foundation work (except work). (ii) Deviation Limit for items in earth work subhead of DSR or related items	100%
Clause 16	Registrar, Central University of Rajasthan; ; upto 5% of the contract value.

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site. (As Applicable)

- 1.....As Applicable.... 2.....
3..... 3.....

Clause 25

Constitution of Dispute Redressal committee (DRC) : DRC shall constitute One Chairman and two members.

Competent Authority to Appoint DRC : Hon. Vice Chancellor, Central University of Rajasthan.

Clause 31

Water shall be supplied by Central University of Rajasthan free of cost.

Clause 42

- i) Schedule/ statement for determining. **DSR 2014 for building works with up to date**
Theoretical quantity of cement & **correction Slips upto last date of issue of tender.**
bitumen

Variations permissible on theoretical quantities. a) Cement	NA
b) Steel Reinforcement and structural steel section for each diameter, section and category. c) All other materials	NA Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond Permissible Variation	Less used up to the permissible variation (Rs. per M.T.)

1	2	3	4
1.	Cement	Nil	6,600/- per MT

Not Applicable

AFFIDAVIT

I/ We have submitted a bank guarantee for the work: **Providing Tradesmen for day to day Civil Maintenance at Central University of Rajasthan campus.**

Agreement No. _____
date _____ from _____

(Name of the Bank with full address)

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

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

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

Dated :

(Signature of the contractor)

FORM – III

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

FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER

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

Certified that:

1. I have engaged the applicantas
a contractor in my establishment for the work of
.....to be carried out from to

2. I undertake to be bound by all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 (37 of 1970), and the Contract Labour (Regulation & Abolition) Central Rules, 1971*/ the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Central Rules, 1980*, in so far as the provisions are applicable to me in respect of the employment of Contract Labour/ Inter-state migrant workmen* by the applicant in my establishment.

3. The engagement of contract labour in the said work is not prohibited under sub section (1) of section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) or an award or a settlement*.

Place: Bandarsindri

Date:

Rajasthan

Signature of Principal Employer

Central University of

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

Registrar
Central University of Rajasthan

ADDITIONAL CONDITIONS

1. Some restrictions may be imposed by the security staff etc. on the working and for movement for labour materials etc. The contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.
2. The work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer in charge and nothing extra will be paid on this account.
3. The contractor shall give a performance test of the entire installation (s) as per standing specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
5. Samples of various materials required for testing shall be provided free of charges by the contractor. Testing charges, if any, unless otherwise provided shall be borne by the department. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.
6. The **Landscaping** and architectural drawings shall at all times be properly correlated before executing work. However, in case of any discrepancy in the items given in the schedule of quantities appended with the tender and Architectural drawings related to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer in charge.
7. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
8. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications abbreviated nomenclature of item of DSR 2016 (bilingual) shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
9. In the case of items of which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.
10. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer in charge. Nothing extra shall be paid on this account.
11. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.
12. Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer in charge. Failure to do so shall not justify delay in execution of work. It is

- suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Engineer in charge. Any material procured without prior approval of Engineer in charge in writing is liable to be rejected. Engineer in charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Non-standard materials shall not be accepted.
13. The contractor shall maintain the time bound progress for the execution of work and get it approved by the Engineer in charge.
 14. The contractor shall take instruction from the Engineer in charge for stacking of materials at any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.
 15. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate himself, the results or such tests and consequences thereon shall be binding on the contractor.
 16. The contractor shall get the water tested with regard to its suitability of use in the works and get written approval from the Engineer in charge before he proceeds with the use of same of execution of works. If the tube well water is not suitable, the contractor shall arrange Municipal water or from any other sources at his own cost and nothing extra shall be paid to the contractor on this account. The water shall be got tested at frequency specified in latest CPWD specifications/BIS code.
 17. In case of non-availability of material of the brands specified in the list of approved materials an equivalent brand may be used after getting written approval of T/S Authority giving details to indicate that the brand proposed to be used is equivalent to the brands mentioned in the agreement.

ADDITIONAL SPECIFICATIONS

1.0 GENERAL

- 1.1 The work in general shall be executed as per the description of the item, specification attached, CPWD specifications 2009 Vol-I & II with upto date correction slips.
- 1.2 In case of any variation between different applicable specifications, the following order of precedence will be followed :
 - I. Nomenclature of item
 - II. Additional condition, Additional specification and Particular specifications attached with the tender document.
 - III. CPWD Specifications 2009 Vol-I to II
 - IV. Indian Standard Specifications of B.I.S.
 - V. Decision of Engineer in charge.
- 1.3 The work shall be executed and measured as per metric units given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).

SPECIAL CONDITIONS

1. The Agency shall have to engage manpower who has sufficient experience.
2. The work shall be executed strictly accordingly to instruction of the Engineer-in-Charge and conditions of the contract.
3. The contractor shall deploy required number of Mason, Carpenter, Plumber, Beldar and Sewer man, who will be present throughout the day. The attendance register will be signed JE / AE and representative of contractor on daily basis.
4. The contractor shall be responsible their good character; all damage done to the existing structure by the workers shall be made good by the contractor at his risk and cost. If the contractor fails to make good the damage then same shall be made good at risk and cost of the contractor by the Engineer-in Charge.
5. All operations are be carried daily for the seven days of the week, if required (normal duty will be all working days except Sundays and Holidays).
6. Normal working hours shall be as per Central University of Rajasthan (Minimum 8 hour including lunch time).
7. Under no conditions shall the contractor sublet or appoint any agency. If it found at any stage the contract shall be rescinded after giving a notice of 48 hours and the work for the remaining period shall be got executed from other agency at risk and cost of the contractor.
8. The contractor if required shall be at his own cost take necessary insurance cover in respect of staff and other person to be in service to render to Central University of Rajasthan. He shall comply with all relevant labour laws as applicable to the existing or modified during the contract period. The staff employed will be on the

contractor roll. Complete liabilities will be on part of the contractor for their discipline and normal activities.

9. Any hindrance caused to the above operations will be cleared by the contractor at his own cost.
10. Engineer-in-Charge if noticed any discrepancy in use of man material may impose monetary penalty not exceeding 10% of the monthly contract of the particular month in addition to penalties described above.
11. The contractor will issue identity card to the workers as approved by Engineer-in Charge.
12. The contractor will issue uniform to all the workers as approved by Engineer-in-Charge and nothing extra shall be paid on this account.
13. Any damage done by the contractor to any existing work during the course of execution of the work tendered for shall be made good by him at his own cost.
14. The contractor shall maintain in good condition all works during the execution till completion of entire work allotted to him.
15. The contractor shall take all precautions to avoid all accidents by exhibiting necessary precaution banners day night.
16. The contractor shall clear the site thoroughly of rubbish scaffolding materials etc. before the completion of the work.
17. Tendered rates are inclusive of all taxes and levies payable under the respective statutes.
18. The quoted rates should include all expenses inclusive of all taxes such as GST, labour cess etc. and Service Charges including revision of minimum wages for labour etc. and other miscellaneous expenditures during currency of period of contract. GST will be reimbursed on submission of proof of actual payment to the Client.

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

Central University of Rajasthan through Registrar, Central University of Rajasthan Bandersindri Dist-Ajmer. (Hereinafter referred to as the '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

.....
(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. CURAJ/R/F.103/2018/2892 dated 18.10.2018) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for - **Providing Tradesmen for day to day Civil Maintenance at Central University of Rajasthan campus**. Hereinafter referred to the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies

- in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated :