



Tender No. CURAJ/R/F.68/2015-16/523

Dated 08.05.2015

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

BID DOCUMENT

**FOR HIRING OF FACILITY MANAGMENT SERVICES FOR
CENTRAL UNIVERSITY OF RAJASTHAN
NH-8, BANDAR SINDRI, KISHANGARH,
Dist. AJMER-305 817, RAJASTHAN (INDIA)**

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

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

Tender No. CURAJ/R/F.68/2015-16/523

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BRIEF INFORMATION ON BID DOCUMENT

Tender No.	No. CURAJ/R/F.68/2015-16/523
Duration of Contract	One Year from the date of agreement, which is extendable for one term subject to satisfactory services
Last Date and time of submission	Up to 14.00 hours of 02.06.2015
Date of opening Technical Bid	At 15.00 hours of 02.06.2015
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD	Rs. One Lakh Fifty Thousand (Rs. 1,50,000/-) in the form of crossed Demand Draft/ Bank Guarantee in favor of CENTRAL UNIVERSITY OF RAJASTHAN payable at Kishangarh/Bandarsindri
Cost of Tender Document	Rs.1000/- (Rupees one thousand only)
Validity of Bid	90 days
Total Number of pages of Tender Document	Pages 47
Address and Venue of submission of Bids	ADMINISTRATIVE BLOCK CENTRAL UNIVERSITY OF RAJASTHAN NH-8, BANDARSINDRI, KISHANGARH, Dist. AJMER-305 817, RAJASTHAN (INDIA)

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

Tender No. CURAJ/R/F.68/2015-16/523

Dated 08.05.2015

TENDER DOCUMENT FOR

“Hiring of Facility Management Services for CENTRAL UNIVERSITY of RAJASTHAN NH-8, BANDARSINDRI, KISHANGARH, Dist. AJMER-305 817, RAJASTHAN (INDIA)

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SECTION-1

NOTICE INVITING TENDER

Earnest Money Deposit: Rs. One Lakh Fifty Thousand Only (Rs. 1,50,000/-)

Tender Document Cost: Rs.1,000/- (Rupees One thousand only)

The Registrar, CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDAR SINDRI, KISHANGARH, Dist. AJMER, invites sealed bids under two bid systems from registered and authorized firms/ agencies for hiring of availing Facility Management services for University Campus Bandarsindri.

Sealed bidding documents (Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions of the Tender Document should be addressed to the CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDAR SINDRI, KISHANGARH, Dist. AJMER-305 817, RAJASTHAN (INDIA) and must reach latest by 1400 hrs on 02.06.2015

The sealed bidding documents should be delivered to Central University of Rajasthan, Bandarsindri, Kishangarh by the stipulated date and time. Tender Documents may be collected from Office of CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDARSINDRI, KISHANGARH, Dist. AJMER-305 817, RAJASTHAN (INDIA) on payment of Tender Cost of Rs.1,000/- through Bank Draft/Pay Order in favour of Central University of Rajasthan, payable at Bandarsindri/ Kishangarh on any working day between 3.00 pm to 5.00 pm.

The tender documents may also be downloaded from this office website <http://curaj.ac.in>. Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.1000/- through Bank Draft/Pay Order along with the Bidding Documents and EMD at the time of submission of bid.

The Technical Bids shall be opened in the Conference Room of the office of the CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDAR SINDRI, KISHANGARH, Distt. AJMER **on 02.06.2015 at 15.00 hours** at the office of the CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDARSINDRI, KISHANGARH, Dist. AJMER in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDARSINDRI, KISHANGARH, Dist. AJMER, shall be final and binding.

REGISTRAR

SECTION-2
BID SUBMISSION FORM

Date: _____

LETTER OF BID

To

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

Ref: Invitation for Bid No. **TENDER NO.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing FACILITY MANAGEMENT SERVICES in the Campus of the Central university of Rajasthan NH-8, Bandarsindri.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

SECTION-3

BIDDER'S PROFILE

General:

1. Name of the firm.....
2. Name of the authorised person submitting the Bid “Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
5. Address of the firm
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder’s bank, its address and current account number
.....
.....
16. Permanent Income Tax number, Income Tax circle
(Please attach copies of income tax return for last three years)
17. Service Tax Number.....
(Please attach copies of Service Tax Registration Number)
18. TIN Number.....
19. EPF Registration Number.....

20. ESIC Registration Number.....

21. Particulars of EMD

- i) Demand Draft / Bank Guarantee No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/DD.....

22. Particulars of Tender Fee

- i) Demand Draft No.
- ii) Date.
- iii) Name of Bank.....
- iv) Address of Bank.
- v) Validity of DD.....

23. Description of similar work of Facility Management services executed during the last five years (Please furnish copies of completion certificate from the Government Department / Organization) – As per Clause 2(d) Section 5.

As per Clause 2(d) : Section 5	Description of Work / order executed	Actual Value of work / order executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence at page No.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I/We give the rights to the competent authority of the office of the CURAJ to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the mechanized housekeeping services as per the directions given in the tender document/contract agreement.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

SECTION-4

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I _____, S/O _____, R/O _____
_____ hereby certify that none of my relative(s) as defined in Section 12 of tender document is/are employed in CURAJ'S OFFICE as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, CURAJ'S office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Bidder
Name (caps) _____

Position _____

Date _____

SECTION-5

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, 'Office of the Central University of Rajasthan' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or FM Agency interchangeably.
 - 1.1.1 The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 1.2 The sealed bidding documents should be delivered to the office of the undersigned by the stipulated date and time. Tender Documents may be collected from Administrative Block, Central University of Rajasthan Bandarsindri Kishangarh Dist. Ajmer-305817 on payment of Tender Cost of Rs.1000/- (Rupees one thousand only) through Bank Draft/Pay Order in favour of **Central University of Rajasthan payable at Bandarsindri/Kishangarh** on any working day between 3.00 pm to 5.00 pm.
- 1.3 The tender documents may also be downloaded from this office website <http://curaj.ac.in>). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.1000/- through Bank Draft/Pay Order along with the Bidding Documents and EMD at the time of submission of bid.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**
- 1.8 The Bidder should **only** be a Limited / Private Limited Company, registered under the Companies Act, 1956 or a Proprietorship or Partnership firm. Bidding in the form of JV Consortium is not permitted.

- 1.9 The parties to the Bid shall be the ‘Bidders’ and the Office of the Central University of Rajasthan Bandarsindri, Kishangarh.
- 1.10 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Central University of Rajasthan Bandarsindri, Kishangarh.
- 1.11 The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or Proprietorship, Partnership Firm. Bidder in the form of JV/consortium is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax, Service Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.
- c. **Experience:** The Bidder should have experience in the similar field of providing **Facility management services** in the Universities/ IITs/ NITs/ IIMs/ Government Departments / Public Sector undertaking (Central or State) for the last three consecutive years. Bidder should have completed at least one work amounting not less than 52 Lakhs or two works amounting not less than 39 Lakhs each or three works amounting not less than Rs. 26 Lakhs each in last seven years. In case no bidder has provided experience certificates in respect of Universities/ IITs/ NITs/ IIMs/ government experience / public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the Client. The bidder has to submit the relevant work experience certificates

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies or applicable registration certificate in case of Proprietorship/ Partnership Firm.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of PAN Registration, Service Tax Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of experience certificates for completed work / ongoing work issued by the Universities/ IITs/ NITs/ IIMs/ Government Departments / PSUs shall be acceptable.
- (iv) Attested copy of the audited balance sheets along with audit report for the completed three financial year i.e. for 2011-12, 2012-13 and 2013-14. (However, in support of 2013-14, an attested and signed copy of provisional balance sheet

- shall be acceptable).
- (v) Attested copy of EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

3. EARNEST MONEY DEPOSIT:

- 3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs.One Lakh Fifty Thousand only** in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee must be up to 6 (six) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **Central University of Rajasthan and payable at Bandarsindri/Kishangarh.**
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 **The bid security may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.2 The Client may request for extension for another period upto 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

- 5.1 Language : Bids and all accompanying documents shall be in English or in Hindi
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the

Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- a. Bid Submission **Form** duly signed and printed on Bidder's **letterhead** (Section-2).
- b. Bidder's profile with undertaking
- b. Signed and Stamped on each page of the tender document.
- c. All Forms, duly filled and signed and stamped
- e. Earnest Money Deposit of Rs.One Lakh Fifty Thousand only
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in clause 2 of this section.

The Technical Bid should then be kept in a separate sealed envelope, super scribed as "Technical Bid for **Tender No.** CURAJ/R/F.68/2015-16/523 dated 08.05.2015 with the Name and address of the Bidder.

- 5.3 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 9). Then the financial bid should be kept in a separate sealed envelope, super scribed "**Financial Bid** for Tender No. CURAJ/R/F.68/2015-16/523 dated 08.05.15 with the Name and address of the Bidder.

6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly super scribed as bid for providing Facility Management Services.

The Bid shall be submitted not later than **1400 hours of 02.06.2015** addressed to the Registrar, CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDARSINDRI, KISHANGARH, Dist. AJMER-305 817, RAJASTHAN (INDIA)

- 6.2 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 6.3 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the CURAJ reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.4 **Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.**

7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the Conference Room of the office of the CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDARSINDRI, KISHANGARH,

Dist. AJMER-305 817, RAJASTHAN (INDIA) on 02.06.2015 **at 15.00 hours** by the Committee authorized by the competent authority of the office of the CENTRAL UNIVERSITY OF RAJASTHAN, in the presence of such bidders who may wish to be present or their representatives.

- 7.2 The financial bids of only those bidders who's Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the technical Bids and financial bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later on to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.
- 7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on

the supporting documents submitted by the bidder as per clause 2.1.

9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

9.1 The Client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

9.2 The technical bid evaluation shall be done based on the following criteria:

9.2.1 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

(i) Number of years in Operations	Max 25 Marks
(a) 3 years to 5 years	10 Marks
(b) More than 5 years and up to 7 years	15 Marks
(c) More than 7 years and up to 10 years	20 Marks
(d) More than 10 years	25 Marks
Average Turnover (Last 3 Financial	
(ii) Years)	Max. 25 Marks
(a) 1 crores to 2 crores	10 Marks
(b) More than 2 crores and up to 5 crores	15 Marks
(c) More than 5 crores and up to 10 crores	20 Marks
(d) More than 10 crores	25 Marks
(iii) Number of Manpower on roll	Max. 25 Marks
(a) 100 to 250	10 Marks
(b) More than 250 and up to 500	15 Marks
(c) More than 500 and up to 1000	20Marks
(d) More than 1000	25 Marks
(iv) Quality Related Marks	Max. 25 Marks
(a) ISO (Less than 5 years)	10 Marks
(b) SA 8000	05 Marks
(c) OHSAS 18001	05 Marks
(d) Any other International Accreditation Certificate	05 Marks

9.2.2 A Bidder should secure mandatorily a minimum of 40% in each criteria and overall 60% marks (i.e. 60 marks out of total 100 marks as per para 9.2.1) in Technical Evaluation in order to be a qualified bidder **for being Technically eligible and subsequently for opening of financial bids.**

9.2.3 The Bidder shall be required to produce attested copies of the relevant documents in support of 9.2.1 in addition to the documentary evidences of para 2.1 for being considered during technical evaluation.

9.3 A substantially **responsive bid** shall be one that meets the requirements of the bidding document in **totality i.e. by following the procedures of para 9**. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

(i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted

- bid documents in complete form, including Authorisation letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
 - (iii) Documents in proof of meeting the minimum eligibility criteria.
 - (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the **financial Bid opening**.

10. FINANCIAL BID OPENING PROCEDURE

- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid if they so desired.
- 10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 10.5 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure.

11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- 11.1 The Bidder meeting the minimum eligibility criteria and with the **lowest bid price** shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process.
- 11.2 If there is a discrepancy between words and figures, the amount in words shall prevail.

12. RIGHT OF ACCEPTANCE:

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

- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The competent authority of the office of the Central University of Rajasthan reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Central University of Rajasthan reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 12.5 The office of the Central University of Rajasthan may terminate the Contract with forfeiture of EMD and Performance Bank Guarantee (Security Deposit) if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Ten (10) days** of receipt of the same by him.
- 13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 14.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within Fifteen (15) days after opening of the eligible financial Bids.
- 14.3 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within Fifteen (15) days, on award of contract to the Successful bidder. The Earnest money deposit of all the bidders shall be returned along with their un opened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

SECTION-6

General Conditions of Contract

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
"Contractor"	The word "Contractor" and the "Successful Bidder" has been used interchangeably.
Client	The word "Client" shall mean the Office of the Central University of Rajasthan
Party	The word “party” means the Successful Bidder to whom the work of providing Housekeeping services has been awarded and the Client.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing housekeeping services in its premises
Notice to Proceed	Shall mean the date at which the housekeeping services are to commence in Client’s premises
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing Facility Management Services in Client’ premises has been awarded.

1.2 CONFIDENTIALITY

1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 5% of the accepted contract value in favour of Central University of Rajasthan, Bandarsindri / Kishangarh, payable at Bandarsindri / Kishangarh. The Performance Bank Guarantee shall remain in force throughout the period of the Contract.

2.1.1 Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and forfeiture of the earnest money deposit, in which case the Client shall make the offer to the other alternative bidder at the discretion of the Client.

2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Central University of Rajasthan, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Central University of Rajasthan, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

- a) If the contractor is called upon by the competent authority of the office of the Central University of Rajasthan, to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Central University of Rajasthan, shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide facility management services in the campus at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

- 4.2 Client shall prepare the draft Articles of Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Ten (10) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall be providing facility management services, which includes mechanized housekeeping and garbage management in Client's premises as per the details given in the tender document, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- 5.3 The Contractor shall provide facility management services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Bank Guarantee in accordance with **Clause 2 (Section-6)**.
- 6.2 The Contractor shall commence mechanized housekeeping services in Client's premises within 15 days from the date of receipt of Notice to Proceed as set out in **Clause 3 (Section 6)**

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide facility management services at Client's premises as per Schedule of Services (Section 8) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall provide services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI, EPF & Bonus etc.) shall be paid for by the Contractor.
- 7.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

- 7.4 The Contractor shall produce to the client the details of payments of benefits like bonus, leave, relief, ESI, employer's contribution towards EPF etc. from time to time to its personnel.
- 7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
- 7.6 The Contractor shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 7.16 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

7.17 Contractor's Personnel

- 7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 7.17.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 7.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform.

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the facility management services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - 8.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - 8.2.2 Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of FM Services to the Client.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. CLIENT'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required facilities at the location(s) where the Facility Management Services are to be provided to enable Contractor's employees to carry out the Services.
- 9.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

- 9.3 To enable the Contractor to provide the services, the Client shall ensure that their staff is available to provide such assistance.
- 9.4 The Client shall not be under any obligation for providing employment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employers relationship with any of the workers of the Contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be for a period of one year from the date of signing of Contract Agreement, In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the Client. The initial period of one year is further extendable for one term subject to satisfactory services at the sole discretion of the office of the Client.

11. PAYMENTS

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the facility management services.
- 11.2 The prices in the price schedule shall be inclusive of all taxes except any service tax, education cess, secondary and higher education cess levied by the Government from time-to-time and the same shall be reimbursed on submission of proof of actual payment to the Client.
- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 7th of every following month. The Client shall make all endeavors to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The cost of the Contract shall be valid for the period of the contract. i.e. initially for a period of one year. No price escalation, shall be entertained by the Client during the period.
- 11.5 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the *Price Schedule*.
- 11.6 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 11.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax at source (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

12.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 12.2 the date of commencement of the event of Force Majeure;
- 12.3 the nature and extent of the event of Force Majeure;
- 12.4 the estimated Force Majeure Period,
- 12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 12.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
 - 13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
 - 13.2.2 The Contractor does not provide FM Services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements.
 - 13.2.3 The Contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

15. INSOLVENCY

15.1 The competent authority of the office of the Central University of Rajasthan at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager or if the contractor declared bankrupt.
- ii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

16. CURRENCIES OF BID AND PAYMENTS

16.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be District Ajmer and the decision of the arbitrator shall be final and binding on the parties.

17.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Ajmer.

SECTION-7

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as set forth in Section 5 and General Conditions of the Contract (GCC) as set forth in Section 6.
2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.
3. **LABOUR LAW COMPLIANCES**
 - 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
 - (a) All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
 - (b) Preferably the employees must be paid through bank/cheques only.
 - 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages as per central sphere wages rate, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
 - 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
 - 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past ‘or’ may arise during the course of performance of contract.
 - 3.5 The Contractor shall submit periodical returns as may be specified from time to time.

4. OFFICIAL RECORDS :

- 4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client's office.
- 4.2 The Contractor shall maintain a personal file in respect of all the staff that is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners.
- 4.4 Each monthly bill must accompany the:
 - (a) List of employees with their date of engagement
 - (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
 - (c) Copies of authenticated documents of payments of wages and such contributions to EPFO/ESIC
 - (d) Declaration of the Contractor regarding compliance of EPF / ESIC / Bonus and other laws as applicable from time to time.
- 4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

SECTION-8

TERMS OF REFERENCE AND SCOPE OF FACILITY MANAGEMENT SERVICES

I. SCOPE OF WORK

1 Scope of Objective

The purpose of this document is to lay down the scope of work for Facility Management Services at Central University of Rajasthan, Bandarsindri including the area of the campus and the buildings, in terms of management and maintenance.

2 Scope of services

I- Mechanized Housekeeping

II- Solid Waste collection and disposal

I- MECHANIZED HOUSEKEEPING SERVICES

1.1 The scope of Work and the Schedule of services shall include all works but not limited to cleaning (building, open area surrounding the buildings and approach road surface), sweeping, mopping of floors, vacuuming of carpets, dusting of furniture and equipments (other than students rooms in hostels).

Scope of Work					
Sl.No.	Activity	Frequency			Machines/ Equipments
		Daily	Weekly	Monthly	
1	Floor Cleaning	Wet & Dry Moping	Scrubbing & Drying with Single Disk & Wet Dryer	Deep Cleaning	Single Disc & WD VC
2	Corridor Cleaning	Dust Controlling with Dust Control	Deep Scrubbing & Drying with Auto Scrubber Dryer	-	Auto Scrubber Dryer, Dust Controller.
3	Classroom Cleaning	Wet & Dry Moping	Scrubbing & Drying with Single Disk & Wet Dryer	Deep Cleaning	High Pressure Jet & Wet & Dry Vacuum
4	Rooms Cleaning	Wet & Dry Moping	Scrubbing & Drying with Single Disk & Wet Dryer		
5	Furniture/ Doors handles Cleaning	Dusting		Deep Cleaning	Manually
6	Wash basin Cleaning	Washing	Scrubbing & Drying with scrubber & WC		High Pressure Jet & WD VC
7	Mirror Cleaning	Washing & Drying with Glass Kit	-		-
8	Toilet Cleaning	Washing	High Pressure Cleaning with High Pressure Jet	-	High Pressure Jet & WD VC

9	Urinals Cleaning	Washing	High Pressure Cleaning with High Pressure Jet	-	High Pressure Jet & WD VC
10	Dustbin Clearance & Cleaning	Garbage Collection & Removal	Washing of Dustbins	-	Manually
11	Cleaning of electrical fittings	-	-	-	Dry Vaccume Cleaner
12	Staircase Cleaning	Wet Mopping follow by Dry Mopping	Scrubbing & Drying with scrubber & Wet vacuum		
13	Outer Area	Sweeping			Manual Sweeper
14	Window Glass		Washing & Drying with Glass Kit (Section wise)		Glass Kit
15	Cleaning of sewer line as and when required				High pressure jet/ Manual

- 1.2 The Contractor shall deploy all housekeeping staff at the Client office in the manner and as per the instructions of the Client.
- 1.3 The Contractor has to provide workforce in sufficient numbers to maintain the building as required and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of Client.
- 1.4 The Contractor shall ensure that all housekeeping staff are fully conversant with the premises and with the client's business activities and its related housekeeping requirements.
- 1.5 The Contractor shall submit their own schedule of activities for approval of the Client for improvement of housekeeping services.
- 1.6 The building and its surrounding areas shall always be kept in well hygienically clean and disinfected conditions.
- 1.7 All the general and special machineries, as specified in the tender document shall be used for cleaning the premises as required and shall be arranged by the Contractor.
- 1.8 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.
- 1.9 The Contractor shall cover its personnel under insurance for personal accident and/ or death whilst performing the duty.
- 1.10 The Contractor shall exercise adequate supervision to ensure proper performance of mechanized housekeeping services in accordance with the requirements.
- 1.11 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.12 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.13 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.
- 1.14 The Contractor shall ensure that only those machineries are provided for executing mechanized housekeeping services in Client's premises that are technically brand-wise specified and defined in the tender document. The Contractor shall also ensure that the

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- supplied machineries are brand new and are not used before.
- 1.15 It shall be the sole responsibility of the Contractor to maintain the housekeeping services of cleaning and maintenance of the Campus of Central University of Rajasthan, Bandarsindri with machineries and housekeeping staff in the most hygienic, clean and standard way and in the manner as desired by the Client.
- 1.16 The Contractor shall also ensure that all Building areas viz. Outer, Toilets, Floors, Basement, Main Entrances, Rooms, Halls etc. are neat and clean every time and shall be maintained in the neat and tidy position every time. In case it is found that the services are not rendered satisfactorily, it shall invoke the penalties clauses as defined in the tender document and the Client shall have the right to terminate the Contract besides forfeiting the performance bank guarantee submitted by the Contractor.
- 1.17 The Contractor shall also ensure that all the monthly requirements of Chemicals and Cleaning Materials (Consumables), as defined in the tender document, are provided on 1st of each month and as per the requirements to the Client's office in totality. In case it is found that any chemical or cleaning material of the inferior quality or sub-standard quality, or the brand other than those specified in the tender document, is supplied ; or if the branded items as per the tender document are NOT supplied in the proportion to the requirements for executing the housekeeping services for the standards of the Client, the Client shall be at liberty to treat the action of the Contractor as breach of Contract and shall terminate the Contract besides imposing penalties under the provisions of the Contract / Tender Document and forfeiting the Performance Bank Guarantee.
- 1.18 The Contractor shall ensure that
- 1.18.1 All toilets are provided with all consumables / items every time.
- 1.18.2 The stock of all the Cleaning materials / consumable / chemicals is maintained in Client's premises.
- 1.18.3 The stock details i.e. Receipt and Issue of the cleaning materials / consumables are maintained by the Contractor's Supervisors / Facility Manager and are verified by the Controlling officer of the Client on a day to day basis.
- 1.18.4 The Cleaning Material / Consumable / Chemicals are supplied to meet the full requirements of the office.
- 1.19 Contractor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 1.20 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 1.21 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 1.22 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 1.23 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 1.24 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite

experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.

- 1.25 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 1.26 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 1.27 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.

2. PENALTIES

- 2.1 The Contractor shall disburse salary to its deployed housekeeping staff inclusive of DA, if any, latest by 10th of every month, failing which penalty of Rs.1000/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the housekeeping services at the risk and cost of the Contractor.
- 2.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- 2.3 The Contractor has to maintain adequate number of staff as per this contract and also arrange a pool of standby Facility Management staff / supervisor. If the required number of workers / supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 2.4 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

3. Reports

- a. Reporting for routine activity (Daily report, monthly report, staff deployment, shift schedule)
- b. Incidental reports
- c. Observation reports

4. Training

- a. Maintaining a training schedule on routine basis for housekeeping & soft skills including but not limited to induction, grooming, behavior, HK Chemicals, HK machineries & all HK activities.
- b. All housekeeping staff well trained in respective areas & responsibilities.
- c. Logging & maintenance of training records & submission of the same on frequent basis e.g. monthly.

5. Inspection (Supervision)

- a. Supervision & monitoring of activities of their staff to insure that housekeeping is acceptable.
- b. Development of an inspection checklist that is tailored to the individual work area.
- c. Noting of all deficiencies during the inspection & documenting in sufficient detail to allow the use of the checklist as a cleanup guide.

- d. During inspections, any safety related deficiencies that constitute hazardous conditions must be given priority attention. Hazardous conditions that constitute imminent danger shall be immediately reported to the respective manager who in turn, will notify the management.

6. Training of Cleaning Personnel

- All management and supervisory personnel are responsible for training the cleaning operatives to use recognized safe working methods.
- The general safety working practices recommended are as follows;

7. Protective clothing

- a. The appropriate clothing issued includes a uniform and, if appropriate (but not limited to), gloves, safety helmet, safety glasses, safety shoes, and safety harness. The cleaning operatives should also be informed to wear no jewellery, keep their hair tied back from the face, and to wear closed in shoes.
- b. The provision of the protective clothing and the rules addressed serve two purposes:
- c. To protect the cleaning operative and his/her personal clothing from damage;
- d. To prevent cross infection for the protection of him/herself and others.

8. Electrical equipment

The cleaning operative should:

- a. Clean equipment thoroughly after each use;
- b. Always switch off at the mains before connecting or disconnecting attachments to equipment or cleaning the machinery;
- c. Handle plugs without touching pins;
- d. Visually check equipment for faults both before and after use;
- e. Report any faults to electrical equipment to the supervisor and not use the equipment if faulty. A broken/faulty machine should be removed to the store area and arrangements made for its return to the engineering workshop;
- f. Ensure that his/her hands are dry when touching electrical sockets or plugs;
- g. Never allow cables to become taut at ankle height;
- h. Ensure that cables are not trailing across corridors or traffic ways;
- i. Ensure that equipment does not clutter up corridors, block fire escapes, or fire escape routes;
- j. Always use caution signs when carrying out cleaning duties.

9. Manual equipment

The cleaning operative should ensure that when mopping floors he/she:

- a. Does not over-wet the floor;
- b. Always leaves a dry area for people to walk over;
- c. Uses caution signs when carrying out cleaning duties;
- d. Rinses all floors thoroughly.

Details of Area of the Buildings to be covered for Mechanized Housekeeping Services
at CURaj, Bandarsindri

S.No	Name of Building	Approximate Built up Area (in sq.mt)
1	Old/ Girls Hostel Buildings No.1,2,3 & 4 Building no. 1 & 2- 7070 sq.mt each Building no. 3 & 4- 6616 sq.mt each	27,400
2	Semi Permanent buildings No 1,2,3 & 4 SP I & II- 3000 sq.mt each SP III- 2500 sq.mt SP IV- 2700 sq.mt	11,200
3	New Hostels No. 5,6 & 7 (8168 sq.mt each)	24,500

4	Estate Office (Presently used by CPWD & Architecture department)	3,074
5	Present VC Bungalow	340
6	Shopping centre area (open area & toilets)	259
7	Guest House	8,208
8	VC Residence (New)	698
9	Academic Block 4A-4 and 4A-5 (7613 sq.mt each)	15,300
Total Built up area		90,979

Forthcoming new building projects to be coming up in next 6 months

S.No	Name of Building	Approximate Built up Area (in sq.mt)
1	Academic Building 4A-3 & 4A-6 (10878 sq.mt. each)	21,800
2	Administration Block	6005

II- Solid waste collection and disposal

It will be responsibility of bidder to collect solid waste and dispose the non-recyclable part in the designated land fill site, which will be within the CURAJ Campus, using its own manpower and vehicle deployed for it. Disposal of the waste at outside the University campus will be decided by the University authority.

Garbage Collection

- a. Collection & disposal of all garbage on regular basis at least once in a day from all the above buildings including mess and Mega Mess. Responsibility of primary disposal shall be within CURAJ campus
- b. Maintain hygiene in the premises by routine garbage collection & disposal by safe & secured manner.
- c. All trash will be brought down in an inconspicuous manner. All trash will be inspected by security officer prior to emptying into dustbins.
- d. Recycling Documents – University authority will ensure that all papers, CDs, memory devices will be shredded before they are disposed.
- e. Any spills or debris should be cleaned up prior to leaving this area.
- f. Any defects or improper working conditions must be reported.
- g. The waste collected in the common area shall be segregated & collected in different colour bags for organic & inorganic waste & dumped to the dumping point by the house keeping boys, where as the waste from the individual unit holders shall be collected and segregated & dumped to the dumping point by the house keeping staff of the unit holders.
- h. The waste from the dumping point shall collected by the agency for collection who in term shall pick up the waste and dispose it off to the corporation disposal point through their vehicles.
- i. Implementation of aforesaid steps should be ensured by the agency who has been offered the work order for waste management, to the highest standards:

Annexure I

List of minimum Manpower to be deployed to carry out the Facility Management Services at CURAJ Bandarsindri.

S. No.	Position	Minimum No of Person to be Deployed
1	Property/ Facility Manager	1
2	Housekeeping Supervisor	2
3	Housekeeping Boys & ladies and manpower for Garbage collection & Disposal (excluding leave relievers)	36
a	Old Hostel Buildings No.1,2,3 & 4	7
b	Semi Permanent buildings No 1,2,3 & 4	8
c	New Hostels No. 5,6 & 7	9
d	Estate Office (Presently used by CPWD)	2
e	Present VC Bungalow	1
f	Shopping center area	
g	Guest House	2
h	VC Residence (New)	1
i	Academic Block 4A-4 and 4A-5	6

Note:

- 1. This is the minimum requirement of manpower and the agency should increase the manpower as per actual requirement or direction of the client for proper maintenance and cleanliness upto the satisfaction of client.**
- 2. The Bidder is also advised to visit the site before submission of bid for getting input regarding actual scope of work.**

List of Chemicals and consumables to be used

Sl. No.	Item
1.	Bathroom Cleaner - R1 Eureka-Klar OR Johnson Diversey - Or any other reputed brand
2.	Hard Surface Cleaner- R2 Eureka - A Marine OR Johnson Diversey Or any other reputed brand
3.	Glass Cleaner- R3 Eureka - Plural Plus OR Johnson Diversey Or any other reputed brand
4.	Urinal & Bowl Cleaner- R6 Eureka - WC Rein OR Johnson Diversey Or any other reputed brand
5.	Floor Polisher- Terronova Eureka – Cris OR Johnson Diversey Or any other reputed brand
6.	Floor Cleaner Eureka - Clean 6000 OR Johnson Diversey Or any other reputed brand
7	Rust Remover Spiral -R1 Eureka-Klar OR Johnson Diversey Or any other reputed brand
8	Room Freshner- R5 Eureka-Klar OR Johnson Diversey Or any other reputed brand
9	R-9 (Water spot remover) Eureka-Klar OR Johnson Diversey Or any other reputed brand
10	Suma Scal D-5.2 (For sewer cleaning) Eureka-Klar OR Johnson Diversey Or any other reputed brand
Other Consumable items	
11	Odonil
12	Naphthalene ball
13	Nylon scrubber
14	Toilet brush
15	Bucket
16	Mug
17	Duster- Table, Yellow and Floor
18	Hard broom
19	Phool broom
20	Compound broom
21	Wipers
22	Dust control
23	Kentuki mop and refill
24	MOP Dry refill
25	Hand gloves
26	Garbage bag
27	Cleanzo Feniol
28	Bruss Feather

29	Handwash- Dettol or any other reputed brand
30	Dustpan
31	Insect Killer- Hit or any other reputed brand

32	Spray Bottle
33	Buffing pad
34	Bamboo brush

Note : The above list is indicative only. Any other item required for proper housekeeping will also be arranged by the agency.

Annexure III

List of Machinery to be used

Sl. No.	Item	Minimum quantity to be deployed
1.	Auto Scrubber Drier	3
2.	Single Disk Scrubber	3
3.	Wet & Dry Vacuum Cleaner	3
4.	Manual Sweeper	3
5.	Dry Vacuum Cleaner	3
6.	Glass Cleaning Kit	3
7.	High Pressure Jet	2
8.	Wringer Trolley	10

Note:

1. The above list is indicative only. Any other item required for proper housekeeping will also be arranged by the agency.
2. Machinery should be of reputed brand and in good working condition.
3. The above nos. are minimum requirement and the agency should deploy additional quantity as per actual requirement/ direction of the University.

SECTION-9

PRICE SCHEDULE FOR FACILITY MANAGEMENT SERVICES

(Please take print of the Price Bid and the filled in price Bid should be sealed in Separate cover as per the Instructions to the Bidders

Quote Your Prices

S.No	Category	Qty	Unit	Rate		Amount per month
				In words	In figures	
I	Mechanized Housekeeping, in the Campus of Central University of Rajasthan, Bandarsindri inclusive of required Manpower, material, machinery, chemicals and consumables for all complete housekeeping					
a	Old Hostel Buildings No.1, 2, 3 & 4 Building no. 1 & 2- 7070 sq.mt each Building no. 3 & 4- 6616 sq.mt each	4 nos.	Per building per month			
b	Semi Permanent buildings No 1,2, 3 & 4 SP I - 3000 sq.mt SP III- 2500 sq.mt SP IV- 2700 sq.mt	3 nos.	Per building per month			
c	Semi Permanent building no II (Auditorium & Library)- 3000 sq.mt	1 no.	Per building per month			
d	New Hostels No. 5, 6 & 7 (8168 sq.mt each)	3 nos.	Per building per month			
e	Estate Office (Presently used by CPWD & Architecture dept)	1 no.	Per building per month			
f	Present VC Bungalow	1 no.	Per building per month			
g	Shopping center area	1 no.	Per building per month			
h	Guest House	1 no.	Per building per month			
i	VC Residence (New)	1 no.	Per building per month			
j	Academic Block 4A-4 and 4A-5 (7613 sq.mt) each	2 nos.	Per building per month			
Total						
II	Garbage Collection and Disposal within campus	1 job	Per month			
Total cost per month						

****Note :**

- (i) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (ii) The quoted consolidated monthly amount prices shall be inclusive of all charges and taxes.
- (iii) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- (iv) The decision of client regarding the minimum quantity of manpower, machinery, consumables, chemicals, etc for all the services will be final and binding on the agency and the payment shall be made to the agency accordingly.
- (v) Rates for any new building (additional building) if included shall be decided on pro rata basis based on plinth area of building.

SECTION-10

FORMS

- Section 10.1** **FORM-I- BID SECURITY FORM**
 (To be used for EMD in case submitted by Bank Guarantee)
- Section 10.2** **FORM-II- FORM FOR FINANCIAL CAPACITY**
- Section 10.3** **FORM-III- ARTICLES OF AGREEMENT**
- Section 10.4** **FORM-IV- PERFORMANCE BANK GUARANTEE**

FORM-I

BID SECURITY FORM

No.....

Date.....

To

Vice Chancellor (hereinafter called "The Client)

**Office of the CENTRAL UNIVERSITY OF RAJASTHAN, NH-8, BANDAR SINDRI,
KISHANGARH, Dist. AJMER-305 817, RAJASTHAN**

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing facility management services under Tender No. KNOW ALL MEN by these presents that WEof having our registered office at(Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs 1,50,000/- (Rupees One Lakh Fifty Thousand only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of
witness Address of witness

Signature of the Bank Authority Name

Signed in capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

FORM-II

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2011-12	2012-13	2013-14
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

FORM-III

CONTRACT AGREEMENT NO.....2015 DATED

THIS AGREEMENT is made on between Registrar of the **Central University of Rajasthan** (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at NH-8, Bandarsindari, Kishangarh, Dist. Ajmer of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing mechanized housekeeping services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender datedfor “**availing facility management services at CURAJ, Campus under Tender No.**”
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. **AND WHEREAS** the Client has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. **AND WHEREAS** the Client desires that the mechanized housekeeping services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the facility management services

of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing facility management services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. **AND WHEREAS** the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
**Office of the Central
University of Rajasthan**

(Authorised Signatory)

(Authorised Signatory)

FORM-IV

PERFORMANCE BANK GUARANTEE

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

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

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

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

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

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and

payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

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

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

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

SECTION-11

CHECK-LIST

CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed Bidder Profile?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
3.	Have you enclosed the EMD of Rs.1,50,000/- in the Technical Bid?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the Tender documents?	
5.	Have you attached proof of having met the following Minimum eligibility criteria?	
5.1	Legal Valid Entity : Have you attached attested Certificate Issued by the Registrar of firms / Companies?	
5.2	Financial Capacity : Have you attached Audited Balance Sheets, Audit Reports?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws : Have you attached a Registration copy of each of the certificate ?	
5.4	Experience : Have you attached the attested experience certificates issued by the Organisation / Government Departments of the last five years ?	
5.5	Manpower : Have you attached proof of manpower?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid ?	
7.	Have your Technical Bid been packed as per the requirements of the Tender ?	
FINANCIAL BID		
8.	Have your financial Bid proposal is duly filled, sealed and signed on all pages ?	
9.	Have your financial bid been packed as per Tender ?	