

Central University of Rajasthan

(NH-8, Bandarsindri, Kishangarh, Dist-Ajmer, Rajasthan 305817)

निविदा आमंत्रण सूचना

N.I.T.

NIT. No. : CURAJ/R/F154/2024/3940

Date : 07.02.2024



कार्य का नाम
Name of Work

Supply of Hybrid Bermuda Grass Seeds including Packaging and Delivery to the Central University of Rajasthan, Kishangarh, Ajmer

Rs.6,00,000/-

Central University of Rajasthan

1 - Tender Notice

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

NIT No.CURAJ/R/F154/2024/3940	Date: 07.02.2024
Name of Work:	Supply of Hybrid Bermuda Grass Seeds including Packaging and Delivery to the Central University of Rajasthan, Kishangarh, Ajmer
Estimated Cost:	Rs. 6,00,000/-
Earnest Money:	Rs. 12,000/-
Last time and date of submission of Tender	19.02.2024 at 1400 Hrs.
Time & date of opening of tender	19.02.2024 at 1500 Hrs.

The tender forms and other details can be obtained from the website www.curaj.ac.in or www.epublishing.gov.in

Notice inviting tender approved for Rs.6,00,000/- (Rupees Six Lakhs only)

**Registrar
Central University of Rajasthan
Bandarsindri, Ajmer**

Central University of Rajasthan

Name of Work: Supply of Hybrid Bermuda Grass Seeds including Packaging and Delivery to the Central University of Rajasthan, Kishangarh, Ajmer

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Certified that this NIT contains 1 to 30 pages.

Notice inviting tender approved for **Rs.6,00,000/- (Rupees Six Lakhs only)**

**Registrar
Central University of Rajasthan
Bandarsindri, Ajmer**

3 - INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDERING

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

S. No.	NIT No	Name of work & Location	Estimated cost put to tender	Earnest Money Deposit	Period of completion	Last date & time of submission of tender	Time & date of opening of tender
1	2	3	4	5	6	7	8
1	CUR/F154/2024/3940 Date:07.02.2024	Supply of Hybrid Bermuda Grass Seeds including Packaging and Delivery to the Central University of Rajasthan, Kishangarh, Ajmer	Rs.6,00,000/-	Rs. 12,000/-	15 (Days)	19.02.2024 at 1400Hrs.	19.02.2024 at 1500Hrs.

1. The intending **tenderer** must read the terms and conditions carefully. He should only submit his tender, if he considers himself eligible and he is in possession of all the documents required. Information and instructions for tenderers posted on website shall form part of tender document.
2. The tender document consisting of the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract and other necessary documents can be seen and downloaded from website www.curaj.ac.in or www.eprocure.gov.in free of cost.
3. Copy of Enlistment Order, EMD and certificate of work experience as required shall be submitted along with technical bid.
4. Earnest Money Deposit (EMD): EMD of Rs.12,000/- (Rs. Twelve Thousand only) shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form in favoring of Central University of Rajasthan Payable at Bandarsindri/ Kishangarh.
5. Contractor must ensure to quote item rate clearly including all taxes.
6. The successful tenderer shall be required to submit a Performance Guarantee of 5% (Five percent) of the composite contract amount within a period after issue of letter of acceptance as specified in schedule 'F'. This period can be further extended by the Registrar, Central University of Rajasthan upto a maximum period of 7 days on written request of the contractor.
7. Goods and Service Tax, turn over tax, Excise duty, work contract tax or any other tax on materials as applicable shall be paid by the contractor himself.
The contractor shall quote his rates considering all such taxes.

8. The tender form can be downloaded from the University website www.curaj.ac.in or CPP Portal www.epublishing.gov.in.
9. **Documents to be accompanied along with Technical Bid (minimum eligibility criteria)**
 - 9.1 Attested copy of Registration certificate or registered partnership deed of firm if firm is in partnership (GST Registration).
 - 9.2 The bidder should fulfill the criteria of satisfactory execution of works as given below:
 - a) Three similar works of value not less than 40% of the estimated cost put to tender,
 - or
 - b) Two similar works of value not less than 60% of the estimated cost put to tender
 - or
 - c) One similar work of value not less than 80% of the estimated value completed in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited.
 - 9.3 Enlistment Certificate/ Order of the CPWD/ Rajasthan PWD or similar Government Departments.
 - 9.4 Undertaking regarding non- blacklisting of any Government body.
 - 9.5 Earnest Money Deposit (EMD) of Rs.12,000/-.
 - 9.6 The bidder should have **average annual financial turnover (gross)** of **Rs.3.00 Lakhs** of Similar works during the immediate last five consecutive financial years balance sheets, ending 31st March 2023, duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
 - 9.6.1 Should have bidding capacity equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = \{[A \times N \times 1.5] - B\}$$

Where,

A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids have been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

(Note: Supporting document to be enclosed to determine the bidding capacity).

Note: Similar Nature of work means work related to Horticulture work.
10. **Sealed envelope should contain 2 sealed envelopes marked A & B as prescribed as under:**
 - a) Envelop A containing the Technical Bid, EMD along with the supporting documents,
 - b) Envelop B containing the Financial Bid.

➤ Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the **Tender Box, Dispatch Section Room No 101, Ground Floor, Administrative Building, Central University of Rajasthan** up to period mentioned above

Note: Every care has been taken while preparing this document to cover all necessary information, matters, specifications, general conditions, special conditions & provisions for

smooth and complete execution of works. However, in case of any omission in the tender/ contract document, the most recent version of general conditions of contract for CPWD Works, 2020 shall be the reference manual.

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

4 - INTEGRITY AGREEMENT

This Integrity Agreement is made at Bandarsindri on this day of 2024

BETWEEN

Central University of Rajasthan represented through Registrar, CURaj, hereinafter referred as the **'Principal/Owner'**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

Bidder Name and Address through (Hereinafter referred to as the (Details of duly authorized signatory) **"Tenderer/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No. CURAj/R/F154/2024/3940 dated 07.02.2024) (hereinafter referred to as **"Tender/Tender"**) and intends to award, under laid down organizational/university procedure, contract for **Supply of Hybrid Bermuda Grass Seeds including Packaging and Delivery to the Central University of Rajasthan, Kishangarh, Ajmer** hereinafter referred to as the **"Contract"**.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all **Tenderer(s)** with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all **Tenderer(s)** the same information and will not provide to any **Tenderer(s)** confidential / additional information through which the **Tenderer(s)** could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its

employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Tenderer/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Tenderer(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Tenderer(s)/Contractor(s) will not enter with other Tenderer(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.
 - (c) The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Tenderer(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could tender in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Tenderer(s)/Contractor(s) will, when presenting his tender, disclose
(with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or

any other intermediaries in connection with the award of the Contract.

- 3) The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm **use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).**

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

- 1) The Tenderer declares that no previous transgressions occurred in the last 5

years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Tenderer/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Tenderer/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)
2.
(signature, name and address)

Place :

Dated :

CENTRAL UNIVERSITY OF RAJASTHAN

5 - Notice Inviting Tender

Item rate basis tenders are invited on behalf of Central University of Rajasthan from approved contractors of CPWD, MES, State PWD and Public sector undertaking setup by state/Central Government for the Horticulture work of **“Supply of Hybrid Bermuda Grass Seeds including Packaging and Delivery to the Central University of Rajasthan, Kishangarh, Ajmer”**

The enlistment of the contractors should be valid on the last date of submission of tender. In case only the last date of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

1. The work is estimated to cost of Horticulture Work: **Rs. 6,00,000/-**. This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful tenderers on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **15 Days**, reckoned after 5th days from the date of issue of LoA or **15 (Days)** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
5. Tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website www.eprocure.gov.in or www.curaj.ac.in free of cost.
7. The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tender amount within the period specified in Schedule "F". Banker cheque /demand draft/FDR/ pay order, Bank Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form. This performance guarantee shall be returned to the contractor without any interest after completion of contract period.
8. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

9. The competent authority on behalf of the Central University of Rajasthan does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The competent authority on behalf of Central University of Rajasthan reserves to himself the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rate quoted.
12. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders if any tenderers withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the re-tendering process of the work.
13. This notice inviting tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
 - a) The Notice Inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender.
 - b) Standard C.P.W.D. Form 7 (GCC for CPWD works 2020) amendments up to date.

Central University of Rajasthan

6 - Item Rate Basis Tender & Contract for Works

(A) Tender for the work of: - “Supply of Hybrid Bermuda Grass Seeds including Packaging and Delivery to the Central University of Rajasthan, Kishangarh, Ajmer”

- (i) Tenders to be submitted upto 14:00 hrs on 19.02.2024 to The Registrar, Central University of Rajasthan at Room No-101, Administration Building, Central University of Rajasthan, Bandarsindri, Distt. Ajmer.
- (ii) To be opened online/offline in presence of tenderers who may be present at 15:00 hrs on 19.02.2024 in the Conference Room, Administrative Building, Central University of Rajasthan, Bandarsindri, Distt. Ajmer.

TENDER

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

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

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

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

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

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

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

Dated _____

Signature of Contractor

Postal Address* _____

Telephone No.* _____

Fax _____

E-Mail _____

Witness**: _____

Address**: _____

Occupation**: _____

(*) To be filled in by the Contractor.

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

7 – ACCEPTANCE OF TENDER

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

_____)

The letters referred to below shall form part of this contract Agreement: -

- a)
- b)
- c)

For & on behalf of
Central University of Rajasthan

Signature _____

Dated

Designation _____

8 - SCHEDULES OF CIVIL WORKS

SCHEDULE 'A'

Schedule of quantities

(a) Civil Work – Nil

SCHEDULE 'B' :

Schedule of materials to be issued to the contractor

S.No. Attached in Financial bid	Description of item issue	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of
1	2	3	4	5
----- NIL -----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No. issue	Description	Hire charges per day	Place of
1	2	3	4
----- NIL -----			

SCHEDULE 'D'

Extra schedule for specific requirement/documents for the work, if any

----- NIL -----

SCHEDULE "E"

Reference to General Conditions of contract	:	GCC 2020 modified and amended up to Date
Name of work	:	Supply of Hybrid Bermuda Grass Seeds including Packaging and Delivery to the Central University of Rajasthan, Kishangarh, Ajmer
Estimated Cost of Work	:	Rs. 6,00,000/-
CLAUSE 10CC	:	Not Applicable
CLAUSE 10C & 10 CA	:	Not Applicable

SCHEDULE 'F' (FOR HORTICULTURE COMPONENT OF WORK)

1. Reference to General Conditions of contract: General Conditions of contract for Central PWD Works 2020.
2. Name of work: **Supply of Hybrid Bermuda Grass Seeds including Packaging and Delivery to the Central University of Rajasthan, Kishangarh, Ajmer.**
 - (i) The work is estimated to cost for Horticulture work : **Rs. 6,00,000.00**
 - (ii) Earnest Money Deposit: **Rs.12,000/-** shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form in favor of Central University of Rajasthan Payable at Bandarsindri/Kishangarh.
 - (iii) Performance Guarantee: 5% (Five percent) of accepted tendered amount.
 - (iv) Security Deposit: 5% (Five percent) of accepted tendered amount for Horticulture work.
 - (v) **Compensation for Delay** – Applicable with rate 5% (Five percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. Provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work.
3. General Rules & Directions
 - (i) Officer inviting tender : **Registrar,
Central University of Rajasthan,
Bandar Sindri, Ajmer**
 - (ii) Maximum percentage for : **As given under clause 12 of schedule 'F'**
quantity of items of work to
be executed beyond which
rates are to determined in
accordance with Clauses
12.2 & 12.3
4. Definition
 - (i) Engineer-in-charge : **Executive Engineer,
Central University of Rajasthan,
Bandar Sindri, Ajmer**
 - (ii) Accepting Authority : **Registrar,
Central University of Rajasthan,
Bandar Sindri, Ajmer**
 - (iii) Percentage on cost of : **15%**
materials and labour to
cover all overhead and
profits
 - (iv) Standard Schedule of Rates : **DSR 2021 with upto date correction
slips**
 - (v) Department : **Estate Section,
Central University of Rajasthan,
Bandar Sindri, Ajmer**
 - (vi) Standard CPWD contract : **GCC for CPWD works/maintenance 2020**

CLAUSE 1

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

CLAUSE 2

- (i) Authority for fixing : **Registrar,**
compensation under clause **Central University of Rajasthan,**
2 **Bandar Sindri, Ajmer**

CLAUSE 2 A

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

CLAUSE 5

- (i) Number of days from the : **5 Days**
date of issue of letter of
acceptance for reckoning
date of start
- (ii) Time allowed for execution : **15 (Days)**
of work
- (iii) Extension of time : **Registrar,**
Central University of Rajasthan,
Bandar Sindri, Ajmer
- (iv) Rescheduling of mile stones : **Registrar,**
Central University of Rajasthan,
Bandar Sindri, Ajmer

CLAUSE 6 / 6A

Clause applicable : **6 A (Applicable)**

CLAUSE 7

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

CLAUSE 10B (ii)

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

CLAUSE 10C

Component of labour : **N.A.**
Expressed as percentage
of value of work

CLAUSE-10 (CA): **N.A.**

Clause 10CA Materials covered under this clause	Nearest Materials (other than cement, reinforcement bars and structural steel) for which all India Wholesale Price Index to be followed	Base Price	Period
1. Cement (PPC)	-----		
2. Reinforcement bars TMT Fe- 500 (Primary Manufacture)	-----		
3. Reinforcement bars TMT Fe- 500 (Secondary Manufacture)	-----		
4. Structural Steel	-----		

CLAUSE 10 (CC)

Whether Clause 10 (CC) shall be applicable : **Not Applicable**

CLAUSE 11

Specification to be followed for : CPWD Specification 2019 Vol. I to II
With execution of work up to date
correction slips for Civil work.

CLAUSE 12

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

CLAUSE 16

(i) Authority for deciding reduced rates. : **Registrar,
Central University of Rajasthan,
Bandar Sindri, Ajmer**

CLAUSE 17 : **Applicable**

CLAUSE 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site : As per the instruction of
Engineer-Incharge & as per the
requirement

CLAUSE 25**: Not Applicable**

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

CLAUSE 42

- (i) (a) Schedule/statement for determining : *DSR 2021*
theoretical quantity of cement & bitumen
on the basis of Delhi Schedule of Rates
- (ii) Variations permissible on theoretical quantities
- (a) Cement for works estimated cost put to
tender not more than Rs. 5 Lakhs Nil
- (b) For works with estimated cost put to
tender more than Rs. 5 Lakhs 2 % plus/minus
- (c) Bitumen for all works Nil
- (d) Steel reinforcement and structural steel section
for each diameter, section and category Nil
- (e) All other materials Nil

RECOVERY RATES FOR QUANTITY BEYOND PERMISSIBLE VARIATION

S.No.	Description of item	Rate in figures and words at which recovery shall be made from the contractor Excess beyond Less use beyond permissible variation the permissible variation	
1.	Cement	Nil	Not Allowed
2.	Steel reinforcement TMT-500 (Primary Manufacture)	Nil	Not Allowed
3.	Steel reinforcement TMT-500 (Secondary Manufacture)	Nil	Not Allowed
4.	Structure Steel	Nil	Not Allowed

9 - GENERAL RULES & DIRECTIONS

General Rules & Directions: -

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender.
This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit and performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorising him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. The Contractor whose tender is accepted, will be required to furnish performance guarantee of **5% (Five Percent)** of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Demand draft, Fixed Deposit Receipts or Guarantee of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to **5%** of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

5. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-charge.
6. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
7. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from

being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

8. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. if he fails to do so, his failure will be a breach of the contract and the Registrar / Executive Engineer may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

10 - ADDITIONAL CONDITIONS

1. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be inclusive of all taxes, packaging and delivery.
2.
 - (a) The Horticulture work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer in charge and nothing extra will be paid on this account.
 - (b) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and a tenderer by their rule and regulations and pay all fees and charges which he may be liable.
6. The work shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension of the drawings shall be superceding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim whatsoever shall be entertained on this account.
7. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
8. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications abbreviated nomenclature of item of DSR 1981 (bilingual) shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
9. In the case of items of which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for running account bill.

The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.
10. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer in charge. Nothing extra shall be paid on this account.
11. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.

12. Various factory made materials shall be procured from reputed and approved manufacturers or their authorized dealers. List of such approved manufacturers is available at **Annexure III**. For the items / materials not appearing in the list the decision of Engineer in charge shall be final and binding.
13. The contractor shall take instruction from the Engineer in charge for stacking of materials at any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.
14. The material shall conform to the quality and make as per attached list in **Annexure III**. However, for the items not appearing in the list preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of sample brought by the Contractor shall be judged by the standard laid down in the relevant ISI specification/CPWD specification. All materials and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles which bear ISI mark but stand banned by University will not be used. Not with standing the case of materials of "Preferred Make" as given in Annexure V, provisions of Clause 10A of the General Conditions of Contract for Central PWD works shall be applicable on the materials of "**Preferred Make**" also.
18. It must be ensured that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should conform to CPWD specification and relevant BIS codes. In such case written approval of the technical sanctioning Authority may be obtained before use of such material in the work.

11 - ADDITIONAL SPECIFICATIONS

1.0 GENERAL

- 1.1 The work in general shall be executed as per the description of the item, specification attached, CPWD specifications 2019 Vol.-I & II.
- 1.2 In case of any variation between different applicable specifications, the following order of precedence will be followed:
 - I. Nomenclature of item
 - II. Additional condition, Additional specification and Particular specifications attached with the tender document.
 - III. CPWD Specifications 2019 Vol.-I & II.
 - IV. Indian Standard Specifications of B.I.S.
 - V. Decision of Engineer in charge.
- 1.3 The work shall be executed and measured as per metric units given in the schedule of quantities, drawings etc. (F.P.S. units) wherever indicated are for guidance only).
- 1.4 Wherever any reference to any Indian Standard Specification occurs in the documents related to this contract, the same shall be inclusive of all amendments issued there to or revisions thereof, if any, upto the date of receipt of tenders.
- 1.5 Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods subsoil water table being high due to any other cause whatsoever.

2. VARIATION IN CONSUMPTION OF MATERIALS

- 2.1.1 The variation in consumption of material shall be governed as per CPWD specification and clauses of the contract to the extent applicable.

**12 - FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called “ the CURAJ “) having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called “ the said Contractor(s)”) for the work _____ (hereinafter called “ the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We _____ (hereinafter referred to as “as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government .

2. We _____ do hereby undertake to pay the (Indicate the name of the Bank) _____ amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee . However , our liability under this guarantee shall be restricted to an amount not exceeding Rs . _____ (Rupees _____ only)

3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in- charge on behalf of the CURAJ, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.
5. We _____ further agree with the CURAJ that the (Indicate the name of Bank), CURAJ shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CURAJ against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from

our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the CURAJ or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
7. We _____ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the CURAJ in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by CURAJ. Notwithstanding any thing mentioned above, our liability against this Guarantee is restricted to Rs. _____(Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the _____ day of _____ For _____

(Indicate the name of Bank)

AFFIDAVIT

I / We have submitted a bank guarantee for the work _____

(Name of work), Agreement No. _____

_____ Dated _____ from _____

_____ (Name of the Bank with full address) to the Executive Engineer, CURaj. _____ with a view (Name of the Division) to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on _____

_____ I / We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the Engineer in charge.

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

(Deponent)
Signature of Contractor

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

13 - LIST OF PREFERRED MAKES FOR CIVIL WORKS

Not Applicable

S.No.	Material Description	Approved Manufacturer / Brand Name
1	DI Pipes & fittings	Not Applicable
2	Brass / CP Brass fittings	Not Applicable
3	Water proofing compound	Not Applicable