

TENDER DOCUMENT**for**

Execution of the work for 8th Convocation Ceremony at
Central University of Rajasthan, Bandarsindri,
Kishangarh, Ajmer

NIT NO. CURAJ/R/F.149/2023/1467 dated 31.07.2023**SECTION – I**

The Central University of Rajasthan (CURAJ), having its office at NH-08, Jaipur-Ajmer Highway, Village-Bandarsindri, Tehsil- Kishangarh, District-Ajmer, Rajasthan – 305817, is an autonomous University under the aegis of the Ministry of Education, Government of India. The campus is located at 90KM from Jaipur and 45KM from Ajmer on National Highway-08.

The Central University of Rajasthan invites bids in **Two-Bid System** (Technical bid and Financial bid) from reputed, experienced and financially sound bidders / firms.

Brief Tender Details:

Tender Description	Tender Fees (Rs.)	EMD Value(Rs.)
Execution of the work for 8th Convocation Ceremony at Central University of Rajasthan, Bandarsindri, Kishangarh, Ajmer	Free of Cost	1,00,000/-

The tender document can be downloaded from University website: www.curaj.ac.in and Central Public Procurement (CPP) portal and bids are to be submitted (hard copy) at CURAJ as prescribed in the tender document. Kindly adhere to the last date and time of submission of the tender.

Critical Dates of Tender:

Sl. No.	Particulars	Date	Time
1.	Bid Submission start date & time	31.07.2023	06.00 PM
2.	Bid Submission close date & time	21.08.2023	11.00 AM
3.	Opening of Technical Bid	21.08.2023	11.30 AM and onward
4.	Date of Presentation by the bidders	21.08.2023	

Registrar(I/c)

BIDDER'S SIGNATURE WITH SEAL

INSTRUCTIONS TO BIDDERS

Bids in sealed cover are invited for Execution of the work for 8th Convocation Ceremony at Central University of Rajasthan, Bandarsindri, Kishangarh, Ajmer under two bid system (Technical Bid placed as Annexure-I and Financial Bid placed as Annexure-IV) from reputed experienced and financially sound parties. Please super scribe the outer cover of the sealed bid as “Execution of the work for 8th Convocation Ceremony at Central University of Rajasthan, Bandarsindri, Kishangarh, Ajmer” with NIT Number to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.

1. The Financial bids of only eligible and technically qualified bidders will be opened, after the same has been ascertained by evaluation of the Technical Bids by the Technical Evaluation Committee. Considering the urgency & importance of the work, no requests for extending the deadline shall be considered.
2. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below:—

Bids to be addressed to	Registrar
Postal address for sending the Bids	Registrar, Central University of Rajasthan (CURAJ), NH-08, Jaipur-Ajmer Highway, Village-Bandarsindri, Tehsil-Kishangarh, District-Ajmer, Rajasthan – 305817
Name/Designation of the contact personnel for any query	Sh Pradeep Agarwal, Registrar(I/c)
Telephone numbers of the contact personnel	9887213111
E-mail ids of contact personnel	registrar@curaj.ac.in
Last date and time of submission of bid	On 21.08.2023 at 11:00 AM . Any changes of the schedule will be notified on the University’s website only.

3. Bidders can download bid / tender document from the website of CURAJ and CPPP portal, free of cost. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.
4. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Room No. 101, Dispatch Section, Administrative Building of CURAJ or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents.

Bids sent by FAX or e- mail will not be considered.



5. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. CURAJ also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.
6. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
7. **Forwarding of Bids** – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain two separate envelopes of Technical Bid and Financial Bid, duly marked with the content on each. The Technical Bid should contain copy of NIT document duly signed and stamped on each page along with Annexure-I and II of the NIT supported by demand drafts (EMD) as specified above and all the documentary proofs to establish eligibility and their potential of professional readiness for the services. Financial Bid envelope should contain Annexure-IV of the NIT, duly filled and signed.
8. **Clarification regarding contents of the NIT:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall send their query/queries at registrar@curaj.ac.in latest by **15.08.2023 upto 05.00PM**, any queries received beyond the above-mentioned timeline shall not be entertained.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the CURAJ prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.
10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited bid/letter and request for post-tender correction may lead to rejection to bid and forfeiture of EMD.
11. **Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.
12. **Earnest Money Deposit (EMD):** Bidders are required to submit (EMD) of amount Rs. **1,00,000/- (Rs. One Lakhs only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft from any of the public sector banks or a private sector bank authorized to conduct government business payable in favour of **"Registrar, Central University of Rajasthan"** payable at Bandarsindri/Kishangarh, Ajmer. EMD is to remain valid for a period of 60 days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity, without interest. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance guarantee from them as called for in the contract. The EMD will be forfeited if the bidder withdraws, or amends



impairs or derogates from the tender in any respect within the validity period of their tender.

13. **Performance Guarantee:** The Bidder will be required to furnish a performance guarantee by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for an amount equal to 5% of the accepted tender amount within 7 working days of receipt of the confirmed order. EMD shall be release after receiving Performance guarantee from the successful bidder.

The performance guarantee shall be released after the completion of the work pursuant to this Contract based on the “Completion Certificate” issued by CURAJ stating that the Bidder has completed the work in all respects, satisfactorily. The Performance guarantee, however, shall be released only after the expiry of the contract period, and after clearance of the final bill based on “**No Claim Certificate**” from the Bidder.

14. **Payment Terms** - Payments will be made through ECS/ NEFT on regular basis after submission of the bills for the completed services. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payments, the Bidder shall furnish a “**No Claim Certificate**” to CURAJ. No advance Payment shall be made.
15. **Work Completion:** The venue shall be completed in all respects one day before the schedule date of 8th Convocation Ceremony at 6.00AM for rehearsal.



SECTION – II

CONDITIONS OF THE CONTRACT

1. General Terms and Conditions:

- (a) The Contractor shall not appoint any sub-Contractor to carry out any obligations under the contract or sub- let the contract.
- (b) Any one or more the following action/commission/omission are likely to cause summarily rejection of tender:
 - (i) If the EMD is not found in order or receipts are not attached with the Technical Bid.
 - (ii) Any bid received late without conclusive proof that it was delivered before the specified closing time.
 - (iii) Any bid received unsealed or improperly sealed
 - (iv) Any conditional bid or bid offering rebate
 - (v) Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents
 - (vi) Any effort by a bidder to influence the CURAJ in the bid evaluation, bid comparison or contract award decision.
- (c) CURAJ reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. The lowest bidder shall be decided by the lowest price quoted as per financial bid.
- (d) The CURAJ reserves the right to accept / reject / select more than one Contractor and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.

2. Non-disclosure of Contract documents: Except with the written consent of CURAJ, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the University thereof to any third party.

3. Termination of Contract: CURAJ shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (i) The agreement may be terminated in whole or in part, by either party in the event of a material breach by a party that is not cured within thirty (30) days of notice from the non-breaching party.
- (ii) This Agreement may be terminated in whole or in part, by a Party for convenience, on thirty (30) days prior written notice to the other Party.
- (iii) In addition to the above, either Party may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) University or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.

4. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

5. Non-Solicitation: During the term of the Agreement and for a period of one (1) year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the



purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who relate to the services performed under this Agreement. The clause does not prevent engagement based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.

6. Notices: All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.

7. Penalty Clause:

- (i) **Penalty of 1.25 times of non-executed items in due time (one day prior) a penalty may be levied** after the approval of the Competent Authority, CURAJ.
- (ii) For **non-adherence of terms & condition** specified in tender document or **non-execution of quality work**, a suitable penalty may be imposed as per approval of the Competent Authority, CURAJ.

8. The Firm shall be responsible for the faithful compliance of the provisions of the work order. Any breach or failure to perform the same may result in termination of the work order contract as well as other legal recourse. Any misconduct/misbehavior on the part of manpower deployed by the firm will not be tolerated and such person will have to be replaced immediately upon instructions from the University. The decision of the Competent Authority CURAJ in all cases shall be final and binding.

9. Intellectual Property Rights (IPR):-

- The Bidder undertakes not to, in any manner, claim all or any part of the IPR or commercially exploit all or any of the proprietary rights generated and developed by CURAJ as vested whether trademarked, copyrighted or not.
- The Bidder acknowledges that all IPR relating to the entire content of the existing CURAJ website, and all the output relating to the service belongs to and vests exclusively with CURAJ and under no circumstances whatsoever the Bidder shall claim all or any rights proprietary or otherwise over all or any portion of the IPR belonging to CURAJ.

10. Work made for hire: The Bidder expressly acknowledges that the material contributed by it hereunder, and its services hereunder, are being specially ordered and commissioned by CURAJ for use in connection with the service. The work contributed by the Bidder hereunder shall be considered a "work made for hire" as defined by the copyright laws. CURAJ shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of the Bidder's services hereunder in whatever stage of completion. If for any reason the results and proceeds of the Bidder's services hereunder are determined at any time not to be a "work made for hire", the Bidder hereby agrees to irrevocably transfer and assign to CURAJ all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

11. Data Security: The Bidder shall use inputs provided by CURAJ solely for performing its obligations under this Contract, and will not, at any time, transfer, save, download, print, disclose, or in any other way use the inputs other than as directly required for the provision of the services under this Contract or as directed by CURAJ in



writing.

12. Force Majeure: Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the CURAJ's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

13. Confidentiality: Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.

14. Indemnification: The Agency, irrevocably, and unconditionally here by indemnifies and undertakes to keep the University and /or its Competent Authorities, officers, employees, agents, and representatives, for all times from and against all charges, cost, losses, claims, demands, and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by the University and/ or its Competent Authorities, officers, employees, agents, and representatives due to reasons of:

- (a) Breach, misconduct, omissions, misrepresentation or
- (b) Negligence on the part of Agency and or its Competent Authorities, employees, in the performance of the services including but not limited to any claim/third party claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellect property right and violation of confidentiality obligations.
- (c) Act detrimental to the interest and reputation of the University.

15. Arbitration: In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Competent Authority, CURAJ alone. And the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Jaipur/Ajmer, Rajasthan and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.

SECTION- III

SCOPE OF WORK

The Scope of work for “Execution of the work for 8th Convocation Ceremony at Central University of Rajasthan, Bandarsindri, Kishangarh, Ajmer” including all transportation, loading, unloading, installation, dismantling, labour & material etc. for proper completion of work in all respect with the following requirement

Sr No.	Description (Items/ Particulars)	Unit	Qty
1	<p>Prefabricated large span Aluminum Alloy Pandal (Pillar less type – German Hanger) for Convocation Area of approximate 20 feet side gable height. The pandal should be water proof & fire proof. which includes :</p> <p>a) Wall to Wall Carpet – Red/ Green</p> <p>b) Red Carpet for Passage</p> <p>c) Side Wall/kannat inside the hall (colors as per choice of University) upto full height of pandal.</p> <p>d) Ceiling cloth lining wherever required as per directions of the University</p> <p>e) Wodden Platform of 4’’ height on entire pandal over the natural surface</p> <p>Note: Chief Guest Security and rest room attached to the main pandal shall be measured under item No.2.</p>	Sq. ft.	38000
2	<p>Fabrication of water proof & fire proof pandal by truss structure of approximate 10-12 feet height with horizontal roof and creation of different sections inside the pandal as mentioned in the enclosed tentative conceptual layout. which includes:</p> <p>a) Wall to Wall Carpet – Red/ Green</p> <p>b) Red carpet for passage.</p> <p>c) Side Wall/kannat inside the hall (colors as per choice of University) upto full height of pandal.</p> <p>d) Ceiling cloth lining wherever required as per directions of the University</p> <p>e) Wodden Platform of 4’’ height on entire pandal over the natural surface</p> <p>f) Side Wall/kannat inside the VIP pandal for creation/separation of guest area, robing area, photography area, refreshment area, facilities, changing room, exhibition area etc wherever required as per directions of the University.</p>	Sq.ft.	8500
3	<p>Erection of stage arrangement of approx. size 26 mtr x 11 mtr, in stepped two different level, conveniently stepped on two sides, along with red colour carpet, flower decoration of podium/dias/all borders of backdrop, stage & front cover by mat finish flex, lighting lamp arrangement etc.</p>	Sq. ft.	3100
4	<p>Water proof truss with beam for procession/ gold medalist pathway, etc including ceiling and side kannat complete in all respects and directions of University, if required at site.</p>	Sq. ft	4000



5	Side Screen/ kanaat with side support in other areas which are not covered in above items. Color will be decided by the university.	Sq. ft.	4000
6	Wodden platform 4'' height (other than pandals) wherever required by the University	Sq. ft.	4000
7	Laying of New Carpet – red/green, as required and direction of authority other than pandals	Sq. ft.	8000
8	Cushion Chair Single type with white cover & ribbon for Pandal	Nos.	1652
9	Chairs for stage with white color cover & ribbon	Nos.	60
10	Dias table & VIP decorative chair	Per seating	6
11	Leatherite Sofa of best quality for VIP seating of minimum (two persons seating)	Each Sofa	80
12	VVIP High back decorative Chair	Nos.	2
13	Glass Centre table (4' x 2') or equivalent	Nos.	20
14	Ramp for disabled people	job	1
15	Erection of pedestal arrangement for Group Photograph area for 50 persons to sit/ stand in three rows	Sqft	1200
16	Table(s) for Registration area	Nos.	20
17	Flower decoration with good quality of fresh / flowers/artificial flowers as per decision of University in following areas: a. Stage b. Convocation area including entrance and gates etc. c. Robing area d. VIP area/ Guest area/ VIP lounge etc.	Job	1
18	Hand Bouquet	Nos	15
19	Door mats 5 ft x 2 ft	Nos.	10
20	One Gate complete with flex printed Banner in metallic frame of gate size at Main Gate No.1 & 3	Job	2
21	One Entry Gate complete with flex printed Banner in metallic frame of appropriate gate size at entrance of Convocation complex.	Job	1
22	Printing, supplying and fixing of indicators/ boards with flex printing inside & outside for seating plan, banners/signboard for parking, directions etc. As per the directives of the Competent Authority.	Job	1
23	Printing, supplying and fixing of flex banner of size (20' x 10') on existing frame and as per the directives of the Competent Authority.	Nos	2
24	Printing, supplying and fixing of flex banner of size (10' x 8') with metallic frame at various location on NH-08 between Jaipur to Ajmer, as per the directives of the Competent Authority.	Nos	10



25	Printing, supplying and fixing of flex banner of size (6' x 3') with metallic frame at various location on NH-08 between Jaipur to Ajmer, as per the directives of the Competent Authority.	Nos	10
26	Printing, supplying and fixing of background banner with flex printing for stage as per the size of existing frame. As per the directives of the Competent Authority.	Job	2
27	Consol arrangement	job	2
28	Hiring, Providing and Fixing of Tower Air Conditioner (AC) of 4 Ton each with high flow at Convocation Pandal, with skilled operator. (Qty may increase or decrease as per actual requirement/decision of the University). The AC should be of reputed make and payment shall be payable for ACs found working on Convocation Day	Nos	50
29	Hiring of silent generator DG Set of following capacity including change over switch, control panel etc with skilled operator etc complete in all respects and directions of the University. (Fuel shall be provided by the University).		
30	82.5 KVA (for stage / audio video equipment)	Each/ Day	1
31	500 KVA (for rest pandal area)	Each/ Day	1
32	Ceiling Fan for entire pandal. The ceiling fan should be properly balanced. Payment for only fan found proper working on convocation day shall be payable	Nos	90
33	Illumination/ lighting arrangement in the pandal including Convocation stage on trusses, guest area, robing area, photography area, refreshment area, facilities, changing room, exhibition area etc. complete in all respects. (Including LED flood light, tube lights etc) as per decision of the University.	Job	1
34	Fire extinguishers ABC Type, 9 Kg	Nos.	30
35	Water filled fire buckets	Nos.	30
36	Sand filled fire buckets	Nos.	30
37	Fire beaters	Nos.	10
38	Dust bin (Minimum 55 ltr)	Nos.	50
39	Chemical/ Mobile Toilet with wash basins	Nos.	10
40	Refreshment Counter with cover of white apron cloth	Nos	10
41	Best quality Wash basins and towels on stand	Nos	8
Total Amount (in Rs.) incl GST			

Note:

- Bidders are advised to go through the drawing (tentative layout plan) enclosed with the tender document however work shall be executed as per directions of the University authorities.
- Testing of all electrical items and installation to be done two day prior to the Convocation day.
- Wiring is to be done as per standard safety norms and follow the instructions of Fire & Safety Officer of



CURAJ. The Fire safety norms to be strictly followed as per the “Fire Precautionary Measures IS 8758: 2013” GoI guidelines.

- (d) The site for the work is located at the premises of CURAJ. The bidders are advised to visit the site of work, at their own cost, and examine it and its surroundings by themselves, collect all information that he considers necessary for proper assessment of the prospective assignment.
- (e) Any extra work / items required other than mentioned above at the actual site of work shall be paid as per the actuals rent rates of the items. The Convener of the Site Committee shall certify that the extra work / items have been done/given by the vendor. The Convener of the site shall also certify the actual rates of the extra items / work done by the vendor. The vendor must get the approval from the Convener of the Site committee before commencing any extra work / item.
- (f) **Post cleaning of the Convocation site premises at CURAJ is to be done by the contractor. A penalty of Rs. 25000/- or actual cost of the cleaning of the site premises (whichever is higher) shall be charged from the contractor's final bill.**



SECTION – IV

ELIGIBILITY CRITERIA AND EVALUATION PROCESS FOR BIDDERS

1. Eligibility Criteria for the bidders

- (a) The agency should have valid GST registration (documentary evidence to be submitted).
- (b) Average Turn over in last 03 (three) financial years shall not less than 25 lakhs. (A self-attested copy of UDIN generated certificate issued by a Chartered Accountant shall be enclosed).
- (c) The bidder must have successfully executed in last seven years:
 - (i) Three similar completed services costing not less than the amount equal to Rs. 20 lakhs for each event; Or
 - (ii) Two similar completed services costing not less than the amount equal to Rs. 30 lakhs for each event; Or
 - (iii) One similar completed service costing not less than the amount equal to Rs. 40 lakhs
The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to previous day of last date of submission of tenders.
- (d) Minimum five (05) years of experience in carrying out or rendering similar services for Government / Public Sector Undertakings / Autonomous Body/ CFTI's/ Repute Corporate Organization. (Documentary evidence, work orders/certificates, to this effect should be enclosed). *For eligible private works of similar nature, form 16A and form 26AS (i.e. work done for private client) needs to be necessarily submitted by the bidder as a proof of actual amount of work done by the bidder and paid by the private client*
- (e) The EMD is not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the concerned Ministry or Department. Exemptions, if any, must be supported with legitimate documents and they shall have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
- (f) There should be no criminal case pending with the police against the Proprietor/ Firm/ Partner or the Company (Contractor) and the firm should not be blacklisted by Central Government/ State Government/ PSU/any other University's. The declaration to such state as incorporated will be assumed for this purpose.

2. Evaluation Process:

- (a) Opening of Tender (Financial Bid) – Financial Bid (Tenders) of the Tenderers who are technically qualified shall be opened in the presence of designated Authority and Tenderers who wish to be present there. The date of presentation and Financial Bid opening will be intimated to the shortlisted Tenderers subsequently by e-mail.



- (b) Evaluation of Tender – The entire bid process will be of three steps as follows –

Step 1 – Technical evaluation (Eligibility criteria & as per Annexure-I and II of the NIT)

Step 2 – The total marks for presentation is 70 Marks:-

The Presentation (offline) shall be taken by the Evaluation Committee for the technically qualified bidders. Firms/ Bidders meeting the pre-qualification criteria (Eligibility criteria & as per Annexure-I) will be invited to make a presentation to the Evaluation Committee. The Evaluation committee will assess the competency of the firm, their capacity of understanding the needs, experience, and sensitivity to provide services to CURAJ. The procedure for selection of the Firm / Bidder shall be based on Quality & Cost Base Selection (QCBS) system for evaluation by the Committee. Based on the details provided and the presentation to the Evaluation Committee,

Step 3 - The total mark for Financial Bid is 30 marks.

- (c) The University will open the Financial Bids of technically qualified bidders. The score for financial bids will be calculated as below –
*(Lowest tender price * 30)/ (Tender price quoted by individual Firm or Company).*

The Firm will be selected on the basis of highest marks scored as follows:

Overall score = (Technical Score as per step 2) + (Score from Financial bid)

- (d) Only Part- A of the financial bid shall be taken into consideration. Part-B of the Financial bid shall be considered as per the requirement of the University. In the event of the tie in the overall score, then the financial capability of the firm (average of the turnover for last three years) is to be considered for finalizing the L-1 vendor. Decision taken by the committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.

Signature of the Bidder with Seal



ANNEXURE – I

TECHNICAL BID

Sl. No.	Technical Criteria	Documentary Evidences duly self- certified to be attached with the Technical Bid
1	The agency should have valid GST registration	Documentary evidence to be submitted.
2	Average Turn over in last 03 (three) financial years shall not be less than Rs. 25 lakhs. (A self-attested copy of certificate issued by a Chartered Accountant shall be enclosed).	Certificate issued by a Chartered Accountant shall be enclosed
4	The bidder must have successfully executed in last seven years: (a) Three similar completed services costing not less than the amount equal to Rs. 20 lakh for each event; Or (b) Two similar completed services costing not less than the amount equal to Rs. 30 lakh for each event; Or (c) One similar completed service costing not less than the amount equal to Rs. 40 lakh	Documentary Address Proof to be submitted.
5	Minimum five (05) years of experience in carrying out or rendering similar services for Government / Public Sector Undertakings/ Autonomous Body and CFTI's/Repute Corporate Organisation. (Documentary evidence, work orders/certificates, to this effect should be enclosed)	Documentary evidence to be submitted.
6	Exemption from EMD	Documentary evidence to be submitted.
7	Undertaking/Declaration as per Annexure -II to be submitted along with Technical Bid.	Document to be submitted.



ANNEXURE-II

UNDERTAKING/ DECLARATION
(To be given preferably on the Letter- Head of the Firm/Company)

To,

The Registrar
Central University of Rajasthan,
Bandarsindri, Kishangarh, Ajmer

Sir,

1. This is to certify that I/We before signing this NIT have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions of the NIT.
2. It is hereby affirmed that we are in compliance of/ shall comply with the statutory requirements of the Govt. of India, as applicable.
3. This is to certify that my/our firm/ agency is neither blacklisted by any government department nor there is any criminal case registered/pending against the firm or its owner/partners anywhere in India.

DATE:

(Signature of the Bidder)

Name and Address of the Bidder



ANNEXURE-III

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

INTEGRITY AGREEMENT

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

BETWEEN

Central University of Rajasthan represented through Registrar, CURaj, (Hereinafter referred as the (Address of Division) ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(Name and Address of the Individual/firm/Company) through (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/F...../2023/ date:) (hereinafter referred to as “**Tender/Tender**”) and intends to award, under laid down organizational procedure, contract for 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 endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the 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)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The 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)

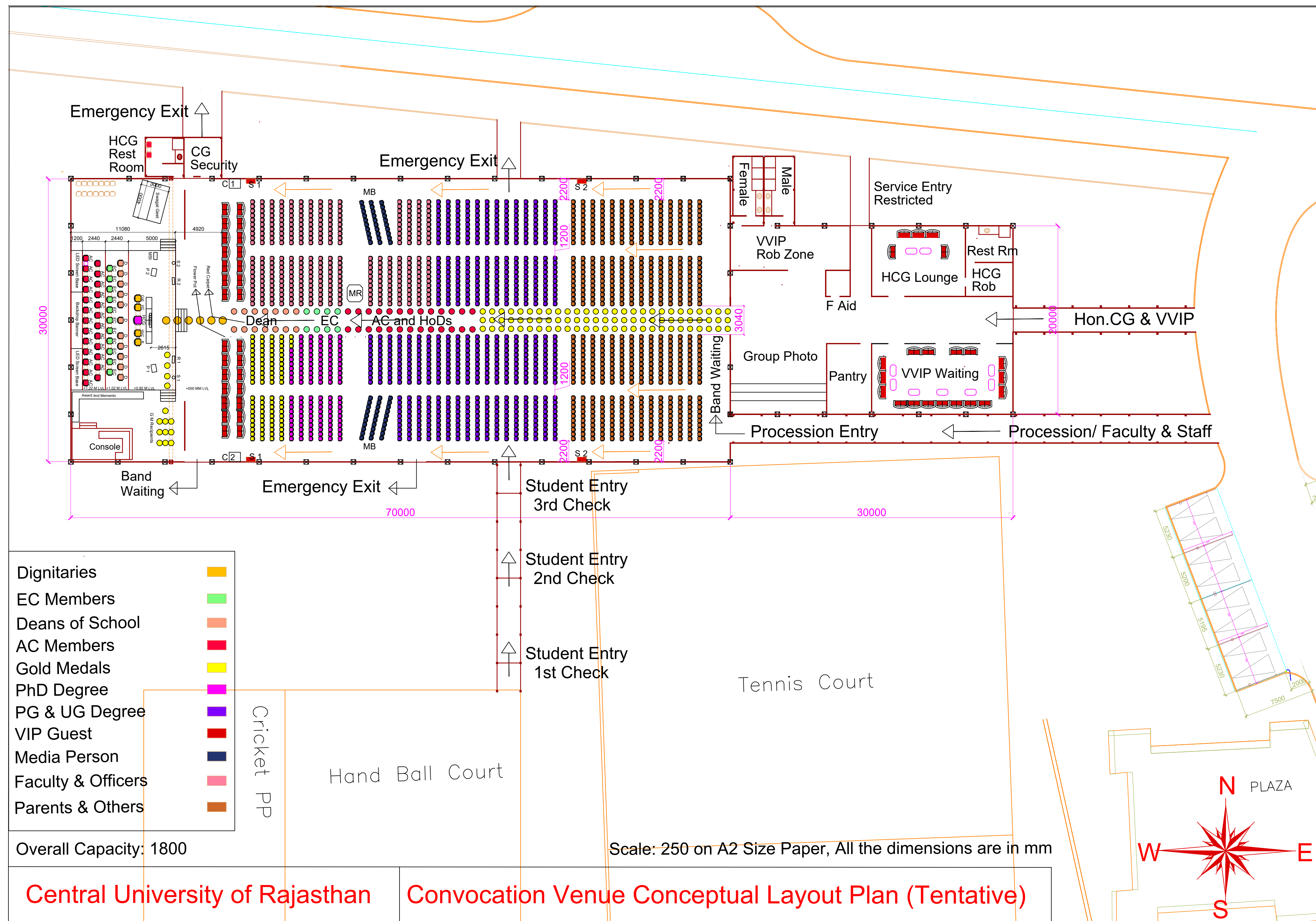
.....
(For and on behalf of Tenderer/Contractor)

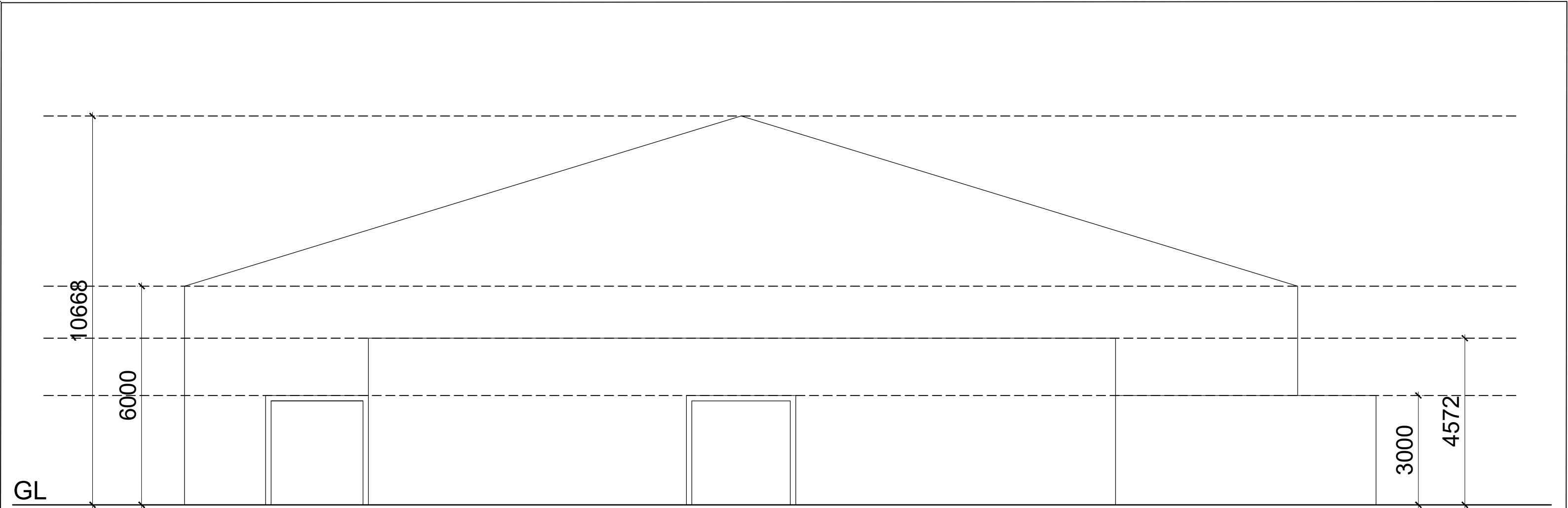
WITNESSES:

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

Place:

Dated :





Scale: 100 on A3 Size Paper, All the dimensions are approximate and in mm

Central University of Rajasthan

Convocation Pandal Conceptual Front Elevation (Tentative)