

**MAULANA AZAD NATIONAL URDU UNIVERSITY  
GACHIBOWLI,  
HYDERABAD 500032  
(A Central University established by an Act of Parliament)**

**TENDER DOCUMENT  
FOR  
MAINTENANCE OF HORTICULTURE WORKS  
AT MAIN CAMPUS OF MANUU  
LOCATED AT GACHIBOWLI, HYDERABD  
FOR THE YEARS 2019-20 & 202021**

**(Only online (e-tender) bid submission through  
CPP Portal of Government of India)**

**Tender Ref. No. MANUU/CD/F.290/2019-20/ dated: 15.07.2019**

## TENDER DOCUMENT AT A GLANCE

1.	Work	Maintenance of horticulture works at main campus of Maulana Azad National Urdu University, Hyderabad located at Gachibowli, Hyderabad 500032.
2.	Authority inviting tender	Registrar, Maulana Azad National Urdu University, Hyderabad
3.	Duration of contract	Two years from the date of signing of contract.
4.	Estimated cost of contract	R1,19,08,800/- (Rs. one crore nineteen lakhs eight thousand & eight hundred)
5.	Last date and time of submission of online bids	24 <sup>th</sup> July, 2019 up to 15.00 hours
6.	Last date and time of submission of EMD cover off line bids	24 <sup>th</sup> July, 2019 up to 15.30 hours
7.	Authority to whom bids should be submitted (the bidders shall submit all the requisite scanned documents online only. However, EMD and notarized affidavit on R50/- non-judicial stamp for not being blacklisted should be submitted in original also.)	The Executive Engineer Room No. 15 and 16, Ground Floor Administrative Building Maulana Azad National Urdu University, Gachibowli Hyderabad 500032 Phone & Fax No. 040-23008468 EPABX:040-23006612-14 Extn.: 1360 /1363 E-mail ID: <a href="mailto:executive_engineer@manuu.ac.in">executive_engineer@manuu.ac.in</a> <a href="mailto:executive.manuu@gmail.com">executive.manuu@gmail.com</a>
8.	Date and time of opening of technical bids	25 <sup>th</sup> July, 2019 at 15.00 hours
9.	Date and time of opening of financial bids	To be notified later to only those bidders who qualify in the technical bids.
10.	Bid Security (EMD)	R 2,38,200/- (Rs. Two lakhs thirty eight thousand and two hundred)
11.	Validity of Bid	75 (seventy five) days from the date of opening of technical bids.

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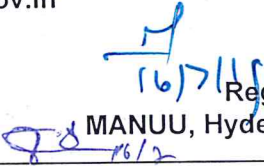
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**PRESS NOTICE**

**NIT No. 01/EE/MANUU/2019-20**

Maulana Azad National Urdu University, Hyderabad (A Central University established by an Act of Parliament) invites on-line bids under two bid system from approved and Eligible Horticulture & Landscape Contractors of appropriate class enlisted with CPWD/MES/Railways/State PWD/GHMC/HMDA/ Central Autonomous bodies/ Central PSUs for annual maintenance of Horticulture works at its MANUU Campus located at Gachibowli, Hyderabad for the years 2019-20 & 2020-21. The last date for on-line submission of bids is **15:00 hours on 24<sup>th</sup> July, 2019**

The tender document and other details can be obtained from the website [www.manuu.ac.in](http://www.manuu.ac.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)

  
Registrar  
MANUU, Hyderabad

## Section 1

### Notice Inviting Tender (e-Bid)



Maulana Azad National Urdu University, Hyderabad (A Central University established by an Act of Parliament) invites on-line bids under two bid system from approved and Eligible Horticulture & Landscape Contractors of appropriate class enlisted with CPWD/ MES/ Railways/ State PWD/ GHMC/ HMDA/ Central Autonomous Bodies/ Central PSUs for annual maintenance of horticulture works at a total estimated cost of Rs.1,19,08,800/- (Rs. one crore nineteen lakhs eight thousand and eight hundred only) for the years 2019-20 & 2020-21 at its main campus located at Gachibowli, Hyderabad.

The last date for uploading of on-line bids as per instructions contained in Section 2 of this document along with scanned copies of required documents and EMD at [www.eprocure.gov.in](http://www.eprocure.gov.in) is **15:00 hours on 24<sup>th</sup> July, 2019**. The EMD in original should be submitted off line in a sealed cover with the caption "Annual Maintenance of Horticulture Works at MANUU" to the Office of the Executive Engineer, Room No. 15, Ground Floor, Administrative Building, Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 latest by 15:30 hours on 24<sup>th</sup> July, 2019.

The Earnest Money Deposit or Bid Security for Rs.2,38,200/- (Rs. two lakh thirty eight thousand and two hundred only) should be drawn in favour of Finance Officer, Maulana Azad National Urdu University, Hyderabad payable at Hyderabad.

A pre-bid conference to clarify the doubts of intending bidders besides discussions on any additional suggestion proposed by the intending bidders, if required, shall be held at 11:30 hours on 22<sup>nd</sup> July, 2019 at Conference Room, First Floor, Administrative Building, Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032.

The technical bids received on-line by the specified last date and time shall be opened on-line at 15:30 hours on 25<sup>th</sup> July, 2019 by a duly authorized Committee. The date and time of opening of Financial Bids will be intimated in due course to only those bidders who qualify in Technical Bid.

  
Registrar  
12/7/19  
 MANUU, Hyderabad

## Section 2

### Instructions to Bidders

#### 2.1 General Instructions

- 2.1.1 For the bidding/ tender documents purposes, 'Maulana Azad National Urdu University' (MANUU) shall be referred to as 'Client' and the bidder / successful bidder shall be referred to as 'Contractor' and / or 'Bidder' or interchangeably.
- 2.1.2 Tender document along with forms etc. can be downloaded from University's website [www.manuu.ac.in](http://www.manuu.ac.in) or from Government of India, Central Public Procurement Portal (CPPP) website [www.eprocure.gov.in](http://www.eprocure.gov.in) free of cost.
- 2.1.3 The entire tendering process including uploading of bids by intending bidders, opening of technical bids, preparation of comparative statement of bids received by specified date and time, minutes of technical bid evaluation, opening of financial bids and declaration of successful bidder shall be on-line.
- 2.1.4 The intending bidders must be registered with CPP Portal of Government of India. Those who are not registered with the Portal must get registered before entering into tendering process.
- 2.1.5 The intending bidder must read this document carefully so as to get fully acquainted with the terms and conditions of the tender before uploading his / her bid.
- 2.1.6 The duly filled in bids along with scanned copies of requisite documents and EMD must be uploaded on CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) on or before 24<sup>th</sup> July, 2019 up to 15:00 hours.
- 2.1.7 While all efforts have been made to avoid errors in preparation of tender documents, the bidders are advised to check the same carefully. No claim on account of any error detected in the tender document shall be entertained.
- 2.1.8 Any person signing on behalf of a bidder must attach copy of the authorization letter/ Power of Attorney from the actual bidder as the proof of authorization for signing on his/ her behalf.
- 2.1.9 Each bidder shall submit only one bid against this invitation of tender.
- 2.1.10 Bid containing conditional offers or offers with deviation from the conditions of contract, the bids not meeting the eligibility criteria, technical bids not accompanied with Bid Security (EMD) of requisite amount/ format or any other requirements stipulated in the tender documents are liable to be rejected.
- 2.1.11 After uploading the bid, the bidder can re-submit the revised bid any number of times but before last time and date of submission of bid as notified.
- 2.1.12 No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity.
- 2.1.13 The bidding contractor should have his office at Hyderabad.
- 2.1.14 A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - a) they have controlling partner(s) in common; or
  - b) they receive or have received any direct or indirect financial stake from any of them; or
  - c) they have the same legal representative/ agent for the purpose of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder.
- 2.1.15 At any time prior to the last date of uploading of bids, the Client may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by using corrigendum which shall be notified on the Client's official website.

- 2.1.16 In case the amendments in the tender document require revision in the bids already submitted by that time and there being inadequate time to revise the bids by the notified last date and time for submission of revised bids by the bidders, the date and time of submission of bids may be suitably extended at the discretion of the Client. In such a situation, the bidders shall also be required to extend the validity period of their bid security/ EMD.
- 2.1.17 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
- 2.1.18 Applicants are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Corrigendum, if any, will be posted in the website only and no press notification will be issued. Failure to do so shall not absolve the bidder of his liabilities to submit the bid complete in all respects including updates thereof, if any. An incomplete bid may be liable for rejection.
- 2.1.19 Canvassing whether directly or indirectly, in connection with the tender is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

## 2.2 **Bid Security** (Earnest Money Deposit)

- 2.2.1 Each bid must be accompanied by a Bid Security (Earnest Money Deposit) of R2,38,200/- (Rupees two lakhs thirty eight thousand and two hundred only) in the form of an Account Payee Demand Draft / Banker's Cheque /Fixed Deposit Receipts of any nationalized bank drawn / made in favour of Finance Officer, Maulana Azad National Urdu University, Gachibowli, Hyderabad payable at Hyderabad.
- 2.2.2 The bid security shall be scanned and uploaded to the website [www.eprocure.gov.in](http://www.eprocure.gov.in) along with other requisite documents within the specified last date and time. The original bid security should be deposited in the Office of the Executive Engineer, Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 within the period of bid submission. The Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format.
- 2.2.3 The Bid Security should remain valid for a period of 75 days from the last date of receipt of tender.
- 2.2.4 If any bidder withdraws his bid before the above period or before issue of Letter of Acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the University, then the competent authority shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the bidders shall not be allowed to participate in the rebidding process of the work, if any.
- 2.2.5 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Client in respect of any previous services/ work shall be entertained.
- 2.2.6 In the case of a successful bidder, the Bid Security will be forfeited, if the bidder fails to
- (i) Furnish the required Performance Security within the specified period;
  - (ii) Honor his/ her own quoted prices for the services or part thereof;
  - (iii) Sign the contract in accordance with the terms of the tender document.
- 2.2.7 Bid Securities of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by 30<sup>th</sup> day after the award of contract.

2.2.8 In the case of successful bidder, the Bid Security will be refunded on receipt of Performance Security.

### 2.3 Minimum eligibility criteria

2.3.1 The minimum eligibility criteria for a bidder to be declared as technically qualified shall be as below:

- (a) The enlistment of the contractor with CPWD/ MES/ Railways/ State PWD/ GHMC/ HMDA/ Central Autonomous Bodies/ Central PSUs should be valid on the last date of submission of bid. In case, the last date of bid submission is extended, the enlistment of the contractor should be valid on the original date of submission of bids.
- (b) The intending bidder must have valid Class-II digital signature to submit the bid.
- (b) The bidder must be registered under appropriate authorities of Goods and Services Tax, Income Tax, Employees Provident Fund (EPF), Employees State Insurance Corporation (ESIC) and must hold valid labour licence issued by appropriate Government. In case a bidder is not holding a labour licence at the time of bidding, he must obtain the same within ten days of being declared successful in this bid.
- (c) The bidder should also have latest clearance from GST and Income Tax Departments.
- (d) The average annual financial turnover of the bidding firm in respect of horticulture work / maintenance during the preceding three years (2016-17 to 2018-19) should be at least Rs.60,00,000/- (sixty lakhs).
- (e) The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31<sup>st</sup> march, 2019.
- (f) The bidder must have satisfactorily completed maintenance of horticulture and landscape works during the last seven years ending previous day of last date of submission of bids as below:
  - (i) Three similar works each costing not less than Rs.23,81,760/- (equal to 40% of the estimated cost per annum); or
  - (ii) Two similar works each costing not less than Rs.35,72,640/- (equal to 60% of the estimated cost pr annum); or
  - (iii) One similar executed services costing not less than Rs.47,63,520/- (equal to 80% of the estimated cost per annum).
- (g) The bidder must not have been declared ineligible or blacklisted by any authority. A consistent history of litigation or invoking arbitration for frivolous reasons such of the bidder may also be treated as disqualification.
- (h) Only those bidders shall be treated as eligible to participate in the bidding process who, through their letter of submission of bid (Bid Cover Letter), declare as under:
  - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
  - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
  - (iii) The Horticulture services, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
  - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;



- (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.
- 2.3.2 In proof of having fulfilled the minimum eligibility criteria mentioned at para 2.3.1 above [except sub-Para (h)], the following self attested scanned documents must be uploaded with the technical bid:
- Scanned copy of Enlistment/ Registration Order issued by the CPWD/ MES/ Railways/ State PWD/ GHMC/ HMDA/ Central Autonomous Bodies/ Central PSUs
  - Scanned copies of PAN, TIN, GST, EPFO & ESIC registration, labour licence issued by the appropriate Government.
  - Scanned copies of audited Balance Sheet and Profit & Loss Account of the firm for the years 2016-17 to 2018-19.
  - Scanned copies of annual returns of GST and Income Tax;
  - Scanned copies of documents in support of information required at para 2.3.2 above;
  - Notarized affidavit on non-judicial stamp paper for Rs.50/- declaring that the Company had never been blacklisted by any authority.
  - Scanned self attested copy of manpower wages roll and EPFO Challan in support of available horticulture manpower in respect of previous four quarters.
- 2.3.3 Certified copy of all the scanned and uploaded documents shall have to be submitted by the bidder along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of the Executive Engineer, Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032.
- 2.3.4 The following shall not be eligible to bid:
- A person who's near relative is working in any of the Branch/ Unit/ Centre etc. of Maulana Azad National Urdu University in the rank of Section Officer and above.
  - Any engineer of gazetted rank or other gazetted rank officer employed in engineering or administrative duties in an Engineering Department of Government of India or in any University within one year of his retirement without prior permission of competent authority in writing.
- 2.3.5 Non-submission of any of the aforesaid document shall entail rejection of technical bid.

## 2.4 Validity of bids

- 2.4.1 A bid shall remain valid and open for acceptance for a period of 75 days from the date of opening of technical bids.
- 2.4.2 In exceptional circumstances, the Client may, before expiry of the bid validity, request for extension to the bid validity period. In the case of request being accepted and extension so granted, the bidders shall not be permitted to modify their bids.

## 2.5 Submission of bids

### Technical Bid

- 2.5.1 Technical Bid should be submitted online on Government of India's Central Public Procurement (CPP) Portal in the form prescribed at Annexure-II of this tender document.
- 2.5.2 The following documents shall comprise the Technical Bid:
- Technical Bid Submission Letter (Bid Cover Letter) in the form prescribed at Annexure-I inter alia containing the declaration required at clause 2.3.1(h). The letter should be printed on company's letter head and signed by the authorized signatory.
  - Duly filled-in and signed Annexure-II containing information required in clause 2.3.1 (a to g).

- c) All the supporting documents as required in clause 2.3.2.
- d) Scanned copy of Bid Security (EMD) of R2,38,200/- as required in clause 2.2.1.

2.5.3 Bidders can upload documents in the form of PDF format.

2.5.4 The bid submitted shall become invalid if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents as stipulated in the bid document.
- (iii) The bidder does not deposit original EMD with the office of Executive Engineer, MANUU.
- (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
- (v) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / subhead in percentage rate tender.
- (vi) All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders.
- (vii) The lowest bidder does not deposit all the original documents (except those original documents already submitted) within a week of opening of tender.
- (viii) The lowest bidder does not furnish the Performance Guarantee for the work as per conditions set forth in this document.

2.5.5 If any information furnished by the bidders is found to be incorrect at a later stage, he shall be liable to be debarred from bidding / taking up of works at MANUU. The University reserves the right to verify the particulars furnished by the bidders independently.

2.5.6 Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

### **Financial Bid**

2.5.7 Financial Bid should be submitted online on Government of India's Central Public Procurement (CPP) Portal in the prescribed Price Schedule Form.

2.5.8 The financial bid should be as per online CPPP format only.

2.5.9 Bidders must quote in Annexure-III as per terms stipulated in Section 6 keeping in view of the requirements in Section 3 of this document.

### **2.6 Pre-Bid Conference**

2.6.1 A pre-bid conference shall be held on 22<sup>nd</sup> July, 2019 at 11.30 hours at the Office of the Executive Engineer, MANUU to clarify the doubts of the intending bidders, if any.

### **2.7 Opening and Evaluation of Bids**

#### **Technical Bids**

2.7.1 The technical bids received through CPP Portal / on-line shall be opened on-line on the next day of the closing date (26<sup>th</sup> July, 2019 up to 15:00 hours) after 15:00 hours by the duly authorized Committee.

2.7.2 On-line technical bids of only those bidders shall be opened who have deposited original EMD in the Office of the Executive Engineer, Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 within the last date and time of submission of bids.

- 2.7.3 In case, the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be opened on next working date.
- 2.7.4 On opening date, the bidders can login and see the bid opening process on-line. After opening of bids he will receive the competitor bid sheets.
- 2.7.5 After opening of technical bids on-line and getting an automatically generated comparative statement, a preliminary scrutiny would be conducted to ensure that all the requisite information and scanned copies of all the required documents have been submitted by the bidders. The bids found deficient in these requirements shall be declared invalid and such bids will not be considered further for technical evaluation.
- 2.7.6 The bidders whose technical bids are otherwise found valid shall be termed as responsive bidders. The detailed evaluation of technical bids of such responsive bidders will be carried out later.
- 2.7.7 The technical bids shall be evaluated based on the available documents submitted by the bidders in totality as required under clause 2.3.2 above. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 2.7.8 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 2.7.9 Client also reserves its right to seek confirmation/ clarification on the supporting documents submitted by the bidder from the agency (ies) issuing such document(s).
- 2.7.10 Client shall intimate the technically qualified bidders through uploading / updating on CPP Portal.
- 2.7.11 The online bid opening, evaluation and award of contract will be made through CPP Portal.

#### **Financial Bids**

- 2.7.12 The financial bids of all the technically qualified bidders shall be opened on-line on CPP Portal on the appointed date and time through by the authorized officials.
- 2.7.13 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure.
- 2.7.14 Maulana Azad National Urdu University, Hyderabad being a Central University follows the Acts/ Regulations/ Rules etc. issued from time to time by the Government of India. Accordingly, the minimum wages fixed for skilled/ semi-skilled/ unskilled persons on six monthly basis under Minimum Wages Act, 1948 by the concerned Central Government authorities for the State of Telangana / Hyderabad shall be treated as the benchmark prices to be quoted by the bidders.
- 2.7.15 The financial bids quoting the current minimum wages for required categories of horticulture personnel below the benchmark shall not be considered.
- 2.7.16 The financial bids not quoting the prescribed current rates of EPF and ESI contributions for the respective categories of horticulture personnel to be deployed shall not be considered for evaluation.
- 2.7.17 The evaluation of financial bids shall be made on the basis of quoted monthly total of minimum wages including EPF and ESI contributions (not below that stipulated in clauses 2.7.15 and 2.7.16 above) plus service charges (excluding statutory taxes/ charges) plus hire charges of tools and plants as stipulated in Section 3 of this document.
- 2.7.18 The bidder whose financial bid is found to be lowest in terms of clause 2.7.17 above shall be declared as successful.
- 2.7.19 In case of two or more firms quoting the same lowest rates, such firms only will be asked to submit fresh / revised quotations on short notice.

## 2.8 Right of Acceptance

- 2.8.1 The competent authority in the Maulana Azad National Urdu University, Hyderabad does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason.
- 2.8.2 The competent authority of the University reserves the right to award contract in full or in part to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 2.8.3 In case of failure herein within a period of two months from the date of commencement of contract to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Maulana Azad National Urdu University reserves the right to award the contract to the next higher bidder or any other outside agency by calling fresh bids and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

## 2.9 Notification of award by issuance of 'Letter of Acceptance'

- 2.9.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA)/ Letter of Award of Contract in duplicate to the said successful bidder, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.
- 2.9.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 9.3 The time taken between the date of issue of LoA and signing of contract shall not prevent the contractor to mobilize the man power.
- 2.9.4 The letter awarding the contract will be issued after submission of performance guarantee in the prescribed format as mentioned at clause 4.2.1 of this document.

## Section 3

### Schedule of Requirements / Quantities (Horticulture) with list of required Tools & Plants (T&P)

#### 3.1 Providing Malis

- 3.1.1 To provide an average 24 (twenty four) numbers of Malis per day calculated on monthly basis for 24 (twenty four) months from the date of commencement of contract.
- 3.1.2 The Malis shall be required to
- completely maintain entire garden features in the garden area at main campus of MANUU i.e. lawn, trees, shrubs, potted plants, hedges etc. and weeding, watering, cutting of hedges, mowing of lawn, pruning of tree / shrubs clipping of hedge, edge and replacement of potted plants.
  - Top dressing of lawn with good earth and manure once / twice a year as per requirement and removal of garden rubbish from the garden area including application of insecticides, pesticides, fungicides & fertilizers according to the requirement (labour cost only).
- 3.1.3 The Malis are to be engaged as per the following yardstick:
- Garden area @ 1 Mali / 1.00 Acre (prestigious garden)
  - 1 Mali / 1.25 Acre (for Office Building garden)
  - 1 Mali / 1.35 Acre (for M.P. flats garden)
  - 1 Mali / 1.55 Acre (for M.P.'s Bungalow garden)
  - Lawn area (for mowing) @ 1 Mali / 20 Acre
  - Slow growing trees up to 4 years old and fast growing trees up to 3 years old @ 1 Mali / 250 Nos.
  - Slow growing trees up to 4 to 8 years and fast growing trees 3 to 6 years @ 1 Mali / 300 Nos.
  - Slow growing trees beyond 8 years and fast growing trees beyond 6 years @ 1 Mali / 1200 Nos.
  - Shrubs @ 1 Mali / 1200 Nos.
  - Earthen potted plants @ 1 Mali / 3000 Nos.(for Nursery)
  - Earthen potted plants @ 1 Mali / 750 Nos.(for ground floor in flat)
  - Cement potted plants @ 1 Mali / 300 Nos. (for ground floor in flat)
  - Earthen potted plants @ 1 Mali / 250 Nos.(for multi storied)
  - Hedge length @ 1 Mali / 12000 Rft.

#### 3.2 Materials

- 3.2.1 Materials required for the maintenance like good earth, manure, fertilizers, insecticide, pesticide will be supplied by the University.

#### 3.3 Tools & Plants

- 3.3.1 The following tools and plants shall be made available at site of work at his own cost by the contractor for carrying out the garden maintenance work mentioned at clause 3.1 above during the contract period:

Sl. No.	Description of Item	Quantity
1	Hedge shear	06 Nos.
2	Rose Cutter	06 Nos.
3	Kurpa	20 Nos.
4	Dharanti	10 Nos.
5	Crobar	02 Nos.
6	Phara (Spade)	06 Nos.

7	Talwar for Jungle Clearance	06 Nos.
8	Axe	04 Nos.
9	Katha (Branch Cutting)	04 Nos.
10	Gampa	10 Nos.
11	Lawn Mower (a) Power (b) Manually operted	02 Nos. 01 No.
12	Chemical Sprayer (by hand)	02 Nos.
13	Chemical Sprayer (by leg)	01 No.
14	Water Sprinkler Small size	10 Nos.
15	Water Sprinkler Big size	02 Nos.
16	Hussain base cloths and brooms	As per necessity
17	Manually operated trolley for shifting plants, earth, manure etc.	01 No.
18	25 mm PVC hose pipe for watering	500 metre

3.3.2 The contractor shall abide by the following conditions in providing tools and plants:

- 1) The contractor should maintain a Tools and Plants Register at the site of work.
- 2) The sharpening of tools and replacement of blades etc. should be attended immediately and the work should not suffer on this account.
- 3) The contractor should arrange any other tool(s) required on ground reality or actual necessity for effective maintenance and nothing extra shall be paid on this account.
- 4) All the Tools and Plants should always have functional utility. Repairs, if any, required shall be attended to immediately by the contractor and no tool at any point of time should remain in out of functional condition.
- 5) The decision of the Registrar, MANUU in levying the compensation on account of failure on the part of the contractor to keep all the tools functional or to replace the damaged tools will be final and binding on the contractor. The compensation thus levied will be deducted from the contractor's bills.

### 3.4 Others

- 3.4.1 The work shall be carried out as per updated CPWD Specification-2016 (Horticulture) particular specifications, special conditions and the specifications of Bureau of Indian Standards. Where the aforesaid provisions and conditions are silent, relevant specialized literature and manufacturer's specification shall be followed for execution of work.
- 3.4.2 The bidders shall be responsible for arranging and maintaining at his own cost all 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.
- 3.4.3 In case of reduction in scope of work no claim on account of reduction in value of work, loss of expected profit, consequential overheads etc shall be entertained.
- 3.4.4 The work shall be carried out in such a manner so as not to interfere / or adversely disturb other works being executed by other agencies, if any.
- 3.4.5 Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
- 3.4.6 The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contract under this contract.

- 3.4.7 The contractor shall take instructions from the officer-in-charge regarding supply and stacking of material at site. He shall bear all charges for storage and safe custody of materials.
- 3.4.8 The location for storing and stacking of material shall be got approved from Engineer in charge.
- 3.4.9 All malba / rubbish/ waste/ garbage etc. generated due to any operation from Horticulture works and in lawn areas whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point and nothing extra shall be paid on this account. After the collection of full truck load of the said malba, the same shall be disposed off by the contractor to the authorized municipal dumping ground .

## Section 4

### General Conditions of Contract (GCC)

#### 4.1 Confidentiality

- 4.1.1 The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information related to Client's academic and non-academic activities or arrangements (including but not limited to the assignment instructions, Schedules and other subsequent agreements). The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 4.1.2 If the Contractor receives inquiries from any person or outside agencies including Press/ Media, the same shall be referred to by the Contractor to Client immediately on receipt of such queries.

#### 4.2 Performance Security

- 4.2.1 The successful bidder within seven (07) days of the acceptance of the bid, shall furnish a Performance Security in the form of an Account Payee Demand Draft/Fixed Deposit Receipts from a Nationalized /Commercial bank or bank guarantee issued/confirmed from any of the commercial bank in India in favour of Finance Officer, Maulana Azad National Urdu University, Hyderabad payable at Hyderabad in the prescribed form for a sum equal to 5% of the amount quoted in the financial bid. This period can be further extended by the competent authority up to a maximum period of 7 days on the written request of the contractor subject to payment of late fee @ 0.1% per day of Performance Guarantee amount.
- 4.2.2 If the contractor is called upon by the competent authority of the University to furnish Performance Security and the contractor fails to provide the said security within the period and in the form specified at clause 4.2.1 above, such failure shall constitute a breach of the contract and bid security shall stand forfeited.
- 4.2.3 The Performance Security so furnished should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor.
- 4.2.4 The performance security will be forfeited and credited to Client's account in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-commencement of work after issue of 'letter of commencement'.
- 4.2.5 On due performance and completion of the contract in all respects, the Performance Security will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate. However, such portion of the said Performance Security, as may be considered by the University sufficient to cover any incorrect or excess payment made on the bills to the firm, shall be retained until the final report on the account of firm's bill has been received and examined.

#### 4.3 Signing of contract agreement

- 4.3.1 The Client shall provide a draft Contract Agreement, as per approved and uploaded NIT, to the successful bidder along with LoA. The bidder shall, along with Performance Security, return the duly concurred and signed Contract Agreement printed on the non-judicial stamp paper of Rs.100/- adjudicated by the Registrar of Stamps of Telangana State within seven working days of the issue of LoA.
- 4.3.2 The competent authority of the Client shall sign the Contract Agreement and return a copy of the same to the successful bidder.



- 4.3.3 The following shall form part of the contract agreement:
- (a) The Letter of Acceptance (LoA) issued by the client.
  - (b) Notice to Proceed (NTP) issued by the client.
  - (c) The complete bid (technical and financial both) as submitted by the contractor.
  - (d) The corrigendum / addenda, if any, issued by the client
  - (e) Any other documents forming part of the agreement (Performance Bank Guarantee etc.)
  - (f) Schedule of Requirements as per Section 3 of this document.
  - (g) Supplementary Agreements executed from time to time.

#### **4.4 Validity of contract**

- 4.4.1 The contract shall be valid for 24 months from the date of its signing by both the parties or from the first date of handing over of the site, whichever is later subject to continuous satisfactory performance by the contractor.
- 4.4.2 The period of contract may, in the exigencies of work requirement, be extended beyond 24 months for any period not exceeding further 12 months with mutual written consent of the contractor on the same terms and conditions as agreed to under this contract except periodical revision of minimum wages as notified by the Government.

#### **4.5 Contractor's obligations**

- 4.5.1 The contractor shall provide horticulture services in Client's premises as per the requirements to be read with other conditions of contract mentioned herein in this document from the date the contract agreement is made effective.
- 4.5.2 The normal working hours for Malis will be 8 hours a day from 9.00 am to 5.00 pm including lunch break, subject to suitable adjustments/changes as per actual requirement according to necessity to utilize the water and electricity resources. The working hours of some of the persons are liable to be changed especially during summer and the contractor has to arrange the labour accordingly without any extra claim. The requirements may be modified during the contractual period and the contractor shall be bound to provide horticulture services as per modified requirements.
- 4.5.3 The labours (Malis) of the contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment / duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 4.5.4 The contractor shall be solely liable to meet all the claims of horticulture labours (Malis) deployed by him and all statutory liabilities (such as ESI & PF etc.) shall be paid by the contractor.
- 4.5.5 A Service Log Book shall be maintained at the Client's premises and daily record of the actual services provided shall be kept. All matters relating to deficiencies in the availability and standards of service shall be entered in the Log Book and the contractor shall forthwith remove all the deficiencies pointed out and record compliance in the Log Book.
- 4.5.6 The contractor shall be responsible to remit the EPF/ESI contributions in respect of the horticulture labours (Malis) deployed at Client's premises only through a single challan. The contractor shall have to furnish the statements of remittances made in each month along with the bills for subsequent month containing names of only those persons who are deployed at Client's premises.
- 4.5.7 The contractor shall make provisions for medical reimbursement/insurance to the employees not covered under ESI.
- 4.5.8 The contractor shall distribute the monthly salary / wages to the persons deployed by him in time by RTGS / cheque / cash as feasible.

- 4.5.9 The contractor shall produce to the client the details of payments of statutory benefits like bonus, leave etc. from time to time to its labours (Malis).
- 4.5.10 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any persons/property at the Client's premises on account of acts of omission and commission by the labours (Malis) deployed by him.
- 4.5.11 The contractor shall cover its labours (Malis) for personal accident and death while performing the duty and the Client shall own no liability and obligation in this regard. The University shall not be responsible for any injury partial or permanent at site due to accident or malfunctioning of the equipments or by negligence of the persons deployed by the contractor.
- 4.5.12 The contractor shall take all precautions to avoid accidents and damages. He shall be responsible for all accidents and damages caused due to negligence on his part.
- 4.5.13 The contractor shall maintain the attendance of staff / labour deployed at site through bio-metric system / authentic evidence of attendance. Nothing shall be paid to the agency on this account.
- 4.5.14 The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, and construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land, to the extent available may be allowed to be used for the purpose free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Officer-in-charge for the use of the land available at the site of work. If during construction, it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc, to facilitate execution of any other work by any other agency, the contractor shall carry out the removal of shifting as directed by the Officer-in-charge and no claim whatsoever, shall be entertained on this account.
- 4.5.15 The contractor shall have to make approaches to site, if so required, and keep them in good condition for transportation of labour and materials as well as inspection of works by the Officer-in-charge. Nothing extra shall be paid on this account.
- 4.5.16 If any damage caused for public conveniences/ services, the same shall have to be repaired instant, failing which necessary recovery shall be made from the Contractors bill.
- 4.5.17 If any Building, Road and Channels are damaged by the workers of the Contractor, the same will have to be repaired by the Contractor at his risk and cost, otherwise the complete cost will be recovered as intimated by the Engineer-in-charge.
- 4.5.18 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times.
- 4.5.19 The labours (Malis) of the contractor shall be subject to detailed direction and control of the Client in relation to manner and model of performance of duties, as agreed to vide this contract.
- 4.5.20 The contractor shall ensure that all labours (Malis) deployed by him are fully conversant with the Client's premises.
- 4.5.21 The contractor shall exercise adequate supervision to ensure proper performance of horticulture services in accordance with the requirements.
- 4.5.22 In the event of the labours (Malis) having been provided by the Contractor not performing duties as per expected standards in whatsoever manner or in case the labours (Malis) behave in an unacceptable manner, the Contractor shall, on request of the Client, remove the said labour (Mali) the same day and provide a suitable substitute in his/her place of equivalent qualifications and experience within three days failing which the Client may get the services performed by other means at the risk and cost of the contractor.
- 4.5.23 Contractor must employ adult and experienced labours (Malis) only. Employment of child labour or persons below the age of 14 years shall lead to the termination of the contract at the risk and cost of the contractor.

- 4.5.24 Contractor shall deploy/engage reliable persons at Client's site after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities.
- 4.5.25 The agency shall provide proper uniform to the workers with half jacket with approved material & color, which bears the name of MANUU (Horticulture) prominently; Design to be got approved from officer-in-charge. Nothing shall be paid to the agency on this account.
- 4.5.26 The contractor or his authorized supervisor will regularly meet with the site officer in charge for taking the direction.
- 4.5.27 In case of any damage / causality to shrubs, trees or any other plants has been found during maintenance of the contractor, he has to replace the trees/ shrubs/ other plants of the same height and specification by another at his risk and cost and nothing extra shall be paid for the same in this regard or recovery of Rs. 60/- per shrubs, Rs.250/- tree plants, Rs. 140/- for other foliage / decorative plants and Rs.100/- per sqm for lawns shall be made. The decision of the Registrar, MANUU shall be final and binding in this regard.
- 4.5.28 The staff deployed for horticulture work must have good knowledge about horticulture works operations like hedge cutting, mowing plantation of plants/seeding, lawn maintenance, potted plants maintenance etc. the supervisor should be well behaved to communicate with the clients, occupants, staff and officer.
- 4.5.29 Non compliance of directions for replacement of casualties to trees/shrubs/hedge plant, lawn area/ seasonal flower beds and any other garden features may also attract a penalty as determined and decided by the competent authority of the University.
- 4.5.30 Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent), photograph of all deployed horticulture labours (Malis) to the Client and shall also intimate changes in addresses of the labours (Malis) as and when they take place.
- 4.5.31 The authorized representative of the firm shall visit the Executive Engineer, Engineering Section/concerned officials of the University twice a week for review of the horticulture system at the Client's site.
- 4.5.32 The contractor have to engage an average 24 number of experienced labours (Malis) daily for various horticulture works specified in the tender document. The strength of the workers can be enhanced or decreased at the discretion of the University. However, payment shall be made based on the actual no. of workers engaged on day to day basis and wages in respect of supervisor shall be paid on par with worker's wages. In case of reduction of scope of work no claim on account of reduction in value of work, loss of expected profit, consequential overheads etc. shall be entertained.
- 4.5.33 The Contractor should be capable of providing any additional number of persons required for any allied works unskilled or semi- skilled workers for seasonal/occasional/intermittent in nature on need basis requirement for a specific period during the period of contract.
- 4.5.34 Collection of dry leaves/garbage from various places on daily basis should be disposed daily by mechanical transport to the nearest Municipal dumping yard by strictly following the rules and regulations of the local administration and without causing any public nuisance or obstruction anywhere.
- 4.5.35 List of Tools & Plants as per Section 3 for attending the maintenance work shall have to be arranged by the contractor.
- 4.5.36 The contractor shall be solely responsible to tackle the matters in case any of its labour (Mali) deployed under this contract falls sick or is injured or goes on strike

/unfair activities etc. during performance of his / her duty. It shall indemnify Client in all respects under this contract.

- 4.5.37 The contractor shall submit a copy of wages sheet showing monthly wages paid to its labours (Malis).
- 4.5.38 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 4.5.39 The contractor shall not sub-contract or sublet, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

#### **4.6 Client's obligations**

- 4.6.1 Materials required for attending the maintenance work as mentioned in clause 3.2.1 shall be provided by the University.
- 4.6.2 Water for executing the horticulture works will be supplied by the University free of cost.
- 4.6.3 The Client shall make all endeavour to make payments against the monthly invoice complete in all respects submitted by the contractor in respect of monthly wages of horticulture labours (Malis) within 15 (fifteen) days from the date of the receipt of the said invoice.
- 4.6.4 The Client shall, to the extent feasible and deemed necessary, fulfill the genuine requests made by the contractor in writing in connection with the performance of the services within the ambit of this contract.
- 4.6.5 The Client shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the Client becomes aware of them.
- 4.6.6 To enable the contractor to provide the horticulture services, the Client shall ensure that its staff is available to provide such assistance.
- 4.6.7 The University shall not provide any accommodation to any of the horticulture labour (Mali) deployed by the contractor.
- 4.6.8 The Client shall not be under any obligation for providing employment to any of the labour (Mali) of the contractor after the expiry of the contract.
- 4.6.9 The Client may also assign such horticulture related duties as and when required to the horticulture labours (Malis) deployed by the contractor which are otherwise not mentioned in Section 3 of this document or elsewhere in this contract.

#### **4.7 Payments**

- 4.7.1 After selection of the successful bidder as contractor, the price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractor by the Client for the horticulture services.
- 4.7.2 The percentage rates quoted by the bidders over the estimate cost shall include service charges, overheads, and hire-charges of T&P etc. complete.
- 4.7.3 No price escalation, other than revision in minimum wages as notified by the Government from time to time, shall be entertained by the Client during the contract period including the extended period, if any.
- 4.7.4 The contractor shall raise invoice every month and submit the same along with the following to Client:
  - (a) Wages paid along with the attendance sheet of horticulture labours (Malis) deployed during the month at Client's premises duly authenticated by the site in charge, Engineering Section of the University.
  - (b) Statement of wages paid in the preceding month to horticulture labours (Malis) deployed in their respective bank accounts,
  - (c) Statements of remittances made in the preceding month towards GST, EPF and ESI contributions together with employees and employer's share in respect of horticulture labours (Malis) deployed at Client's premises,

- (d) Declaration regarding compliance of labour laws in terms of Section 5.
- 4.7.5 No payment shall be made to the contractor for damage caused by rain, flood and other natural calamities whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
- 4.7.6 All payments by the Client to contractor shall be made by means of NEFT/RTGS in the bank account of the contractor.
- 4.7.7 Client shall make deductions in accordance with applicable tax laws for Income Tax, GST or shall make other deductions as made applicable by the laws promulgated by the Government of India or the State Government of Telangana, as the case may be, from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deductions so made.
- 4.7.8 Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the Client in favour of the contractor on the basis of the order of award of work.

#### **4.8 Disclaimer**

- 4.8.1 The relatives/near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose shall be one who is related to the other in the manner as husband, wife, father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

#### **4.9 Governing laws and settlement of dispute**

- 4.9.1 This contract shall be governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Hyderabad.
- 4.9.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through Dispute Resolution Committee appointed by the Vice-Chancellor, MANUU. However, if the disputes are not resolved through Dispute Resolution Committee as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the arbitration will be Hyderabad and the decision of the arbitrator shall be final and binding on both the parties.

#### **4.10 Termination of Contract**

- 4.10.1 This contract may be terminated forthwith by either party by giving written notice to the other if the other party is in material breach of its obligations under this Agreement or in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach.
- 4.10.2 The contract may be terminated forthwith by the Client by giving written notice to the contractor, if the contractor:
- a) Does not provide horticulture services satisfactorily as per the requirements of the Client or as per the Schedule of Requirements;
  - b) Goes bankrupt and becomes insolvent.
- 4.10.3 In case of breach of any of terms and conditions of the contract by the contractor, the competent authority of the Client shall have the right to cancel the contract without assigning any reason thereof and nothing will be payable by the Client and in that event the Performance Security shall be forfeited and en-cashed.

## Section 5 SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions of Contract shall supplement the "Information & Instructions to Bidders" and "General Conditions of Contract" as contained in Sections II and IV respectively.

### 5.1 Indemnification

- 5.1.1 The contractor shall be liable to completely indemnify and keep the Client indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/application initiated against the Client on account of any acts of omission/ commission attributable to the horticulture labours (Malis) deployed by the contractor or the contractor himself and which are punishable under the provisions of various Central Labour Laws and the Labour Laws enacted by the State Government of Telangana (or the erstwhile State of Andhra Pradesh in the absence of Telangana laws) including the attended Acts/ Rules as amended from time to time.
- 5.1.2 Client shall be vested with sole discretion to determine damages/loss suffered on account of wrongful act or negligence by the contractor or any of its employees engaged in Horticulture services and deduct the same from the dues payable from performance security or monthly bills or from the property owned by the firm/company by way of initiating suitable legal action against the contractor at any point of time.

### 5.2 Compliance to Labour Law

- 5.2.1 The contractor shall abide by and comply with EPF Laws, ESIC Laws, Income Tax & GST Act/Rules, Minimum Wages Act 1948, Minimum Wages (Central) Rules 1950, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971 or any other law in force from time to time.
- 5.2.2 The engagement, deployment and payment of wages to horticulture labours (Malis) as per the above laws shall be the sole responsibility of the contractor and any breach of such laws shall be deemed to be breach of this contract.
- 5.2.3 The contractor shall be liable for any legal dispute/ case/ claims that may arise or may arise during currency of the contract due to non-compliance of labour or other related laws.

### 5.3 Penalties

- 5.3.1 In the event of non-deployment of average number of labour (Mali) per day as specified in clause 4.5.32 and also in the case of not providing a suitable substitute horticulture labour (Mali) within a day, a penalty of Rs.750/- per day per person shall be recovered/ adjusted from the contractor's monthly bill.
- 5.3.2 In case of non-removal/ disposal of malba/ rubbish/ waste/ garbage as specified in clause 3.4.9, a sum of Rs.2,000/- (two thousand) per day shall be recovered from the contractor.
- 5.3.3 Whenever and wherever it is found that the work assigned to contractor is not performed up to the entire satisfaction of the Client, it will be brought to the notice of contractor by the Client and if no remedial action is taken immediately, penalty of Rs.500/- per complaint will be imposed on the contractor.

#### **5.4 Force Majeure obligations of the parties**

- 5.4.1 In the event of "Force Majeure", as soon as reasonably practicable but not more than 48 (forty eight) hours following the occurrence of such an event, an affected party shall notify the other party of the event of Force Majeure stating inter alia the anticipated period of Force Majeure during which the required services are likely to remain affected and also the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected.

Note:- "Force Majeure" shall mean any event beyond the control of Client or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, any natural calamities, strike, unlawful lockout, riot, terrorist act etc.

#### **5.5 Official Records**

- 5.5.1 The contractor shall maintain complete official records of disbursement of wages showing specifically details of all deductions such as EPF, ESI etc., in respect of all the horticulture labours (Malis) deployed at Client's premises.

## Section 6

### Price Schedule (Financial Bid)

#### 6.1 Form

- 6.1.1 The Price Schedule (Financial Bid) shall be submitted online in the form prescribed at Annexure-III only.

#### 6.2 Other Terms

- 6.2.1 The bidders must quote in their financial bids percentage rate (up to two decimal points) of service charges on the total of the estimated cost put to tender which includes per person monthly wages and monthly contributions to ESI, EPF and GST.
- 6.2.2 The rates quoted for wages of labours (Malis) shall not be less than the minimum wages fixed/ notified for such categories by the Central Government authorities for the State of Telangana / Hyderabad from time to time.
- 6.2.3 The quoted service charges will include charges like transportation, royalty, operating cost of machineries (lawn mowers, pumps, petrol/ diesel/ mobil oil etc.) and labour welfare cess for labours used in horticulture works.
- 6.2.4 If a bidder quotes NIL service charges, the bid shall be treated as unresponsive and will not be considered for evaluation and selection.
- 6.2.5 Quoted service charges and hire/ maintenance charges of T&P shall be valid for the entire period of contract and also during the extended period of contract, if any and no revision in the quoted rates shall be entertained on whatsoever ground during the currency of the contract including extended period of contract.
- 6.2.6 The wages for labours (Malis) shall be on 26 days a month basis as per the norms of Minimum Wages Act, 1948 read with Minimum Wages (Central) Rules, 1950 at the rates prescribed from time to time by the Central Government authorities for the State of Telangana / Hyderabad.
- 6.2.7 All prevailing taxes/ cess like Income Tax, GST, labour welfare cess etc. shall be recovered from the contractor bills as per the rates applicable from time to time and would be remitted to the concerned authorities by the University.



## Section 7

### List of Forms

1. Annexure-I : Bid Cover Letter
2. Annexure-II : Technical Bid Submission Form
3. Annexure-III : Financial Bid Submission Form
4. Annexure-IV : Certificate of Registration with Public Works Departments/  
Agencies
5. Annexure-V : Form of Integrity Pact
6. Annexure-VI : Letter of Acceptance / Intent
7. Annexure-VII : Form of submission of Performance Security
8. Annexure-VIII : Contract Form

**BID COVER LETTER**  
**(To be written on the letter head of company)**  
(Ref. clause 2.5.2 )

To  
The Registrar,  
Maulana Azad National Urdu University,  
Gachibowli,  
Hyderabad 500032

Ref: Invitation for bid vide MANUU's Notice Inviting Tender No..... dated ..... for  
maintenance of horticulture works University's main campus.

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding documents, including corrigendum/ addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the bidding documents for maintenance of horticulture works for the Maulana Azad National Urdu University, Hyderabad.
3. Our bid shall be valid for a period of 75 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the bidding documents.
5. Government of India or any State Government or other Public Sector or Private Sector Organizations have not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. We also declare that
  - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
  - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
  - (iii) The security services, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
  - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
  - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

Yours sincerely,

(Authorized Signatory)  
Full Name and Designation

Note:- Authorized person shall attached a copy of Authorization for signing on behalf of Bidding Company.

## TECHNICAL BID SUBMISSION FORM

1.	Name of the Firm	M/s
2.	Address/ Contact No(s)/ e-mail ID	
3.	Registration details of the bidder	
4.	Details of EMD for Rs.2,38,200/- (Original EMD instrument should be submitted at Engineering Section of the University before the closing date of tender)	DD No. ....dated..... for Rs. ....drawn at bank..... Upload scanned copy of DD
5.	Details of Registration / Enlistment with CPWD/ State PWD/MES/Railways/GHMC/HMDA etc. (Ref. clauses 2.3.1 & 2.3.2 of the tender document)	(Yes / No) Upload documentary proof
6.	PAN details	(Yes / No) Upload documentary proof
7.	GST Registration Certificate	(Yes / No) Upload documentary proof
8.	EPF registration details	(Yes / No) Upload documentary proof
9.	ESIC registration details	(Yes / No) Upload documentary proof
10.	Details of labour licence	(Yes / No) Upload documentary proof
11.	Audited Balance Sheet, Profit & Loss Account for the years 2016-17 to 2018-19	(Yes / No) Upload documentary proof
12.	Experience of the firm in executing horticulture maintenance works for the last seven years to be submitted with details in the <i>pro forma</i> given below* (Ref. clauses 2.3.1(f) and 2.3.2(e) of the document)	(Yes / No) Upload documentary proof
13.	Annual returns of GST (last financial year)	(Yes / No) Upload documentary proof
14.	Annual returns of Income Tax for the preceding three years i.e. 2016-17 to 2018-19	(Yes / No) Upload documentary proof
15.	Notarized affidavit on non-judicial stamp paper of R50/- declaring that the firm has never been blacklisted by any authority. (Original instrument shall be submitted at Engineering Section of the University before the closing date of tender)	(Yes / No) Upload documentary proof
16.	Signed and stamped copy of all pages of tender document	(Yes / No) Upload signed & stamped tender document

## 17. Proforma for Experience Certificate:

Sl. No.	Name of work	Name of client	Agreement / Work Order No.	Total value of work done	Date of start		Date of completion	
					Stipulated	Actual	Stipulated	Actual

## DECLARATION

I .....,the authorized signatory of M/s .....,do hereby solemnly affirm and declare that the information and documents furnished above are true and factually correct. In the event of any of the aforementioned information or document being found false or incorrect at any stage of the tendering process or subsequently, I undertake that my bid shall stand rejected and the firm shall be liable for any punitive action as deemed fit by MANUU.

Place.....  
Date.....

Signature of the authorized signatory  
of the firm with firm's seal

**ANNEXURE-III**

**FINANCIAL BID SUBMISSION FORM**

*(To be filled online as per CPPP format only)*

Name of Work: Annual maintenance of Horticulture works at its MANUU Campus located at Gachibowli, Hyderabad for the 2019-20 & 2020-21

Name of the Bidder / Bidding Firm						
<b>PRICE SCHEDULE</b>						
DOMESTIC TENDERS-RATES ARE TO BE GIVEN RUPEES (INR ONLY)						
This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and value only.)						
S. No	Description of item	Qty	Unit	Rate	Unit	Amount
1	Providing Malis for Maintenance of Horticulture for a period of 24 months and the Malis are to be provided at an average 24 No per day for complete maintenance of entire garden features in the garden area i.e lawn, trees, shrubs, potted plants, hedges etc. and job like weeding, watering, cutting of hedges, mowing of lawn, pruning of tree / shrubs clipping of hedge, edge and replacement of potted plants. Top dressing of lawn with good earth & manure once/twice a year as per requirement and removal of garden rubbish from the garden area including application of insecticides, pesticides, fungicides & fertilizers according to the requirement (Labour cost only). Tools and Plants as per List at Annexure "A" at Page 35 of the NIT document shall be arranged by the agency. The quoted percentage shall include hire charges of T&P also for which nothing extra shall be paid. Materials required for the maintenance will be supplied by the department.					
1.1	Wages per month @ 26 working days.	26	Days	584.00	Per Day	15184.00
1.2	EPF @ 13% on basic rate subjected to maximum of Rs. 15000/-					1950.00
1.3	ESI @ 3.25 % on basic rate					493.00
2	Total Wages per month i/c EPF & ESI.					17627.00
3	GST @ 18% on Total Wages					3173.00
4	Total Wages per month i/c GST.					20800.00
3	Total Wages per month for 24 Malis.	24	No	20800.00	Each	499200.00
4	Total Wages for 12 months for 24 Malis	24	Month	49200.00	Month	11980800.00
	<b>Total</b>			Total for 24 month		11980800.00
5	Add Service charges, Labour welfare cess & other over heads including hire charges towards T& P etc complete					

**CERTIFICATE OF REGISTRATION WITH PUBLIC WORKS DEPARTMENT /  
AGENCY**

To

The Registrar,  
MANUU  
Hyderabad

Subject: **Submission of bid for maintenance of horticulture works at main campus of  
MANUU located at Gachibowli, Hyderabad for the years 2019-20 & 2020-21**

Sir,

\*I / We am/are registered with CPWD / MES/ Railways/ Telengana PWD/ GHMC/  
HMDA /Central/ State Autonomous Bodies/ Undertakings etc., as Horticulture Category  
contractor/contractors and our Registration no. is .....

It is certified that the said registration is valid as on date .....

Particulars of the Department, Authority, class and tender amount /I limit up to  
which I/we am/are eligible to tender are furnished below:

Department	Authority	Class	Tendering limit R

Scanned copy of Certificate of Registration has been uploaded on CPP Portal.

Your faithfully,

(Contractor)

**FORM OF INTEGRITY PACT**

(To be signed by the bidder and competent authority behalf of MANUU)

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 20.....

**BETWEEN**

Vice-Chancellor represented through Registrar, MANUU '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 firm

through ..... (details of duly authorized signatory)  
hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....)  
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down  
organizational ..... procedure, ..... contract  
for.....

(Name of work) 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 Bidder(s) and Contractor(s).

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

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

**Article 1: Commitment of the Principal/Owner**

The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) 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.
- (ii) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (iii) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/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 Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or

indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

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

### **Article 4: Previous Transgression**

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

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

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



**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, MANUU.

**Article 7- Other Provisions**

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

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

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

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

**WITNESSES:**

1. ....  
(Signature, name and address)

2. ....  
(Signature, name and address)

Place:

Date:

**LETTER OF ACCEPTANCE  
or  
LETTER OF AWARD OF CONTRACT  
(Ref. clause 2.9.1 & 2.9.2)**

**Confidential**

**Contract No. MANUU/CD/F.No.290/2019-20/**

**Contract Title: Maintenance of horticulture works at main campus of MANUU located at Gachibowli, Hyderabad 500032**

To

M/s .....  
.....  
.....

**Subject:-** Award of contract for contract No. MANUU/CD/F.No.290/2019-20 titled "maintenance of horticulture works at main campus of MANUU located at Gachibowli, Hyderabad 500032".

**Ref.** Your offer No.....dated.....against our tender No. MANUU/ CD/F.No.290/2019-20 opened on.....

Dear Sir/ Madam,

I am directed to inform you that after evaluating the bid documents submitted by you on .....(date), Maulana Azad National Urdu University, Hyderabad is pleased to inform you that you have been selected as the successful bidder for providing maintenance of horticulture works at main campus of MANUU located at Gachibowli, Hyderabad 500032. The total outsourcing cost shall be .....(amount) as indicated in your financial bid submitted on.....(date), in accordance with the procedures intimated in the relevant bid documents.

2. You / your authorized representative(s) are requested to be personally present at Office of the Registrar, Maulana Azad National Urdu University, Hyderabad for signing of the contract by.....(date).

3. In this respect, we also request you to submit the performance security of Rupees .....by.....(date). Security deposit being 10 % of the total cost of Rs.....

4. Please apply for refund of EMD deposited along with the bid.

5. You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form.

6. This notification concludes the legally binding contract between you and the Maulana Azad National Urdu University, Hyderabad till issue of a formal contract.

Yours truly,

Encl. Agreement Form along with the Schedule of Requirements

Executive Engineer  
MANUU

**PERFORMANCE SECURITY SUBMISSION FORM  
(THROUGH BANK GUARANTEE)**

(To be executed on non-judicial stamped paper of an appropriate value)  
(Ref. clause 4.2.1)

Date : .....

Bank Guarantee No : .....

Amount of Guarantee : .....

Guarantee Period : From ..... to .....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS** Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*insert date of acceptance of the letter of acceptance(LoA)*] with [*insert name of the Successful Bidder*] .....(hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and maintenance of horticulture works at main campus of MANUU located at Gachibowli, Hyderabad 500032 ("**horticulture works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a commercial bank in India having a branch at Hyderabad for a sum of Rs...../- (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

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

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or setoffs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the

Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

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

Date:

Bank  
(Corporate Seal of the Bank)

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

**CONTRACT FORM**  
(Ref. clause 4.3)

**CONTRACT AGREEMENT NO. MANUU/ CD/F.290/2019-20 DATED .....**

THIS AGREEMENT is made on ..... between the **Registrar, Maulana Azad National Urdu University** (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Gachibowli, Hyderabad 500032, Telangana State of the One Part,

**AND**

**M/S.....**having its registered office at.....(hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated .....for maintenance of horticulture works at its main campus at Hyderabad under Tender No. MANUU/ CD/F.290/2019-20
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/S.....as the successful bidder ("the Contractor") pursuant to the bidding process and awarded the Letter of Acceptance (LoA) No. .... to the Contractor on ..... for a total sum of Rs..... [Rupees ..... Only].
- IV. AND WHEREAS the Client desires that the maintenance of horticulture works (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into Contracts with other contractors / parties for the manpower services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully understood between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for maintenance of horticulture works in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. AND WHEREAS the Contractor shall be responsible for payment of all statutory taxes and cess to Government of India and the State Government of Telangana, as the case may be. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of taxes, cess etc. charged in the said bill.

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

Signed on behalf of the Contractor  
(Authorised Signatory)

Signed on Behalf of  
**Maulana Azad National Urdu  
University, Hyderabad  
(Authorised Signatory)**

**CHECK LIST**

(Ref. clause 2.5.1)

Sl. No.	Particulars	Strike out ( / ) which is not applicable
<b>TECHNICAL BID</b>		
1.	Have you signed prescribed 'Bid Cover Letter' on the letter head of the Company ?	Yes / No
2.	Have you signed and put seal of the Company on each page of the tender document and attached the same with your bid?	Yes / No
3.	Have you filled in all the columns of Annexure-II of the tender document with all the relevant information?	Yes / No
4.	Have you attached self attested copies of all the documents required under clause 3.2 of Section 2 of the tender document in support of meeting minimum eligibility criteria?	Yes / No
5.	Have you enclosed Bid Security (EMD) for R...../- along with the Technical Bid?	Yes / No
6.	Have you put the Technical Bid and Financial Bid in separate sealed envelopes and both the sealed envelopes in a separate big envelope superscribing "Bids for Providing Security Services at MANUU" as required under clause 5.1 and 5.2 of Section 2 of the tender document?	Yes / No
7.	Have you attached proof of authorization to sign on behalf of the bidder in the Technical Bid?	Yes / No
<b>FINANCIAL BID</b>		
8.	Is your financial bid proposal duly filled in the form prescribed at Annexure-III of the tender document and signed with Company's seal?	Yes / No
9.	Have you quoted prices against each category of security guards?	Yes / No

Signature of authorized signatory  
Full Name & Designation  
Company's seal

