



**MAULANA AZAD NATIONAL URDU UNIVERSITY
GACHIBOWLI
HYDERABAD - 500032.**

NOTICE INVITING e-BID
NIT No: 02/EE/MANUU/2018-19

**Name of work: Annual maintenance of Horticulture works attached to MANUU
Campus, Gachibowli, Hyderabad during 2018-19**

NIT Amount: Rs.55,99,517/-

INDEX

Name of Work: Annual maintenance of Horticulture works attached to MANUU Campus, Gachibowli, Hyderabad during 2018-19

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Certified that this N.I.T contains 1 to 30 pages (Thirty one) only.

Supervisor (Horticulture)
MANUU, Hyderabad

Assistant Engineer (Civil)
MANUU, Hyderabad.

Notice Inviting Bid approved for Rs.55, 99,517/- (Rupees ~~FIFTY FIVE~~ Lakhs ~~NINETY NINE~~ Thousand ~~FIVE~~ Hundred and ~~SEVENTEEN~~ Only).

Executive Engineer
MANUU, Hyderabad

Registrar 30/11/18
MANUU, Hyderabad

MAULANA AZAD NATIONAL URDU UNIVERSITY
Notice Inviting e- Bids

The Registrar, MANUU, Hyderabad on behalf of Vice-Chancellor, MANUU invites Item Rate Bids from approved and Eligible Contractors of CPWD/MES/Railways /Telengana PWD/GHMC/HMDA/Central/ State Autonomous bodies/ Undertakings etc. who fulfils eligibility criteria Para- (a) & (b) of below Eligibility criteria (Horticulture Category) in Two Bid System for the following work:-

NIT No. 02/EE/MANUU/2018-19

Name of Work: - Annual maintenance of Horticulture works attached to MANUU Campus, Gachibowli, Hyderabad during 2018-19


Estimated Cost	:	Rs.55, 99,517/-
Earnest Money	:	Rs. 1, 11,990/-
Period of completion	:	12 Months
Last time and date of submission of bid	:	<u>15:00 hours on 14 -12-2018</u>


Eligibility criteria: - The firms/ Contractors who fulfill the following requirements shall be eligible to apply. (Joint Ventures are not accepted).


- (a) The registered/enlisted contractor should have up to date valid registration and eligibility to tender for the horticulture works.
- (b). Should have satisfactorily completed the work of Comprehensive Maintenance of Horticulture & Land Scape Works during the last Seven years ending previous day of last date of submission of tender, as given below:-
 - (i) Three similar works each of value not less than Rs. 22,40,000/-
OR
 - (ii) Two similar works each of value not less than Rs. 33,60,000/-
OR
 - (iii) One similar works each of value not less than Rs. 44,80,000/-

The bid forms and other details can be obtained from the website www.manuu.ac.in or www.eprocure.gov.in


Supervisor (Horticulture)
MANUU, Hyderabad


Assistant Engineer (Civil)
MANUU, Hyderabad


Executive Engineer
MANUU, Hyderabad

Approved by

Registrar 30/11/18
MANUU, Hyderabad

**INFORMATION AND INSTRUCTIONS FOR BIDDERS
FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

The Registrar, MANUU, Hyderabad on behalf of Vice-Chancellor, MANUU invites Item Rate Bids from approved and Eligible Contractors of CPWD/MES/Railways/Telangana PWD/ HMDA/ Central/ State Autonomous bodies/ Undertakings etc. (Horticulture Category) in Two Bid System for the following work:-

Sl. No.	Description	Details
1	NIT No.	<u>02/EE/MANUU/2018-19</u>
2	Name of Work & Locations	Annual maintenance of Horticulture works attached to MANUU Campus, Gachibowli, Hyderabad during 2018-19
3	Estimated Cost Put to Bid	Rs.55, 99,517/-
4	Earnest Money (EMD)	Rs. 1, 11,990/-
5	Period of Completion	12 Months
6	Last date & time for submission of Technical Bid cover with original EMD and other documents as specified in the NIT in the O/o Executive Engineer, MANUU.	<u>Up to 15:00 hours on 14 -12-2018</u>
7	Last date & time for uploading the scanned copy of EMD & other documents as specified in the NIT and submission of financial bid.	<u>Up to 15:00 hours on 14 -12-2018</u>
8	Time & date of opening of Technical Bid cover with original EMD & other documents.	<u>at 15:30 hours on 14 -12-2018</u>
9	Time & date of opening of Online Financial Bids. Financial bids of those bidders are only opened whose EMD & other documents are found in order.	<u>at to 15:30 hours on 17 -12-2018</u>
9	Time & date of Pre-Bid meeting	<u>at to 15:30 hours on 10 -12-2018</u>
10	Submission of hard copies of Technical Bid.	The Technical Bid cover with original EMD should be deposited in the office of Executive Engineer MANUU. After opening of the Technical Bid by the approved Committee, Executive Engineer shall issue a receipt of deposition of earnest money deposit. Scanned copy of EMD along other documents as specified in the NIT are also to be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time mentioned above.
11	Original Enlistment order and other Documents if required if any to be submitted in the Office of Executive Engineer by the Lowest Tenderer.	To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holiday, these documents shall be submitted on the next working day.

General Conditions and Instructions to Bidders:

1. The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The contractor submitting the bid should read the schedule of quantities, General & Special conditions of Contract, Additional conditions of Horticulture works, particular specifications and other terms and conditions given in the NIT.
The following conditions, which shall form part of the Bid conditions, are specially brought to his notice for compliance while filling the Bid. They are requested to comply with the following instructions.
4. **Minimum eligibility criteria:**
 - 4.1 The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
 - 4.2 The bidder should have successfully completed Maintenance of Horticulture & Land Scape Works during the last Seven years ending previous day of last date of submission of tender, as given below:-
 - (i) Three similar works each of value not less than Rs. 22,40,000/-
OR
 - (ii) Two similar works each of value not less than Rs. 33,60,000/-
OR
 - (iii) One similar works each of value not less than Rs. 44,80,000/-
5. **Bid Security (Earnest Money Deposit)**
 - 5.1 Each bid must be accompanied by a Bid Security (Earnest Money Deposit) of Rs. 1, 11,990/- (Rupees One Lakhs Eleven Thousand nine hundred and ninety only) in the form of an Account Payee Demand Draft/Banker's Cheque/Fixed Deposit Receipts/Bank Guarantee of any nationalized bank drawn/made in favour of Finance Officer, Maulana Azad National Urdu University, Gachibowli, Hyderabad payable at Hyderabad.
 - 5.2 The Bid Security should remain valid for a period of 45 days beyond the final bid validity period.
 - 5.3 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.
 - 5.4 A bidder's Bid Security will be forfeited if the bidder withdraws or amends its offer or impairs or derogates from the tender in any respect within the period of validity of the tender.
 - 5.5 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 as per Para 6 below;
 - (ii) Honour his/their own quoted prices for the services or part thereof;
 - (iii) Sign the contract in accordance with the terms of the tender document.
 - 5.6 Bid Securities of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.
 - 5.7 In the case of successful bidder, the Bid Security will be refunded on receipt of Performance Security.
6. **Performance Guarantee:** The successful Bidder shall be required to submit a Performance Guarantee of 5% (Five Percent) of the Bided amount within **15 days** of issue of letter of intent. This period can be further extended by Officer-in-charge 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.
7. **GST on all materials as well as GST on Work Contract etc., or any other taxes applicable in respect of this contract shall be payable by the Contractor. Item rate quoted by him shall be inclusive of such taxes, levies etc and MANUU will not entertain any claim for reimbursement whatsoever in respect of the same. The Item rates of the contract shall be inclusive of all taxes and levies and nothing extra shall be paid. GST @ 2% shall be recovered from the gross amount of the contractor's bills and will be remitted by the university to the concerned department. Further the Item rate quoted by the contractor shall be inclusive of labour welfare cess and the same shall be recovered from the contractor's bills @ 1% and will be remitted to the concerned department by the University.**
8. The contractor shall be responsible to remit the EPF/ESI contributions in respect of the Horticulture Labour (Mali) 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.

9. Bid Document consisting of plans, specifications, the schedule of quantities of the various types of items to be executed and the set of terms and conditions of contract to be complied by the contractor whose bid may be accepted and other necessary documents can be seen in the office of the **EE, MANUU between hours of 11.00 AM and 4.00 PM from 03-12-2018 to 14 -12-2018** every day except on Saturday, Sunday and public Holidays or can be downloaded from website **www.manuu.ac.in** or **www.eprocure.gov.in**.
10. The Finance bid can only be submitted after submitting the Technical bid cover with original EMD in the office of Executive Engineer MANUU and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts of any Scheduled Bank towards EMD in favour of Finance Officer, MANUU as mentioned in NIT in the office of Executive Engineer, MANUU and other documents as specified.
11. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
Online Bid Documents submitted by intending bidders shall be opened only of those bidders, whose EMD deposited with the office of Executive Engineer, MANUU and other documents scanned and uploaded are found in order.
12. The intending bidder must have valid class-II digital signature to submit the bid.
13. On opening date the contractor can login and see the bid opening process. After opening of bids, he will receive the competitors bid sheets.
14. **Contractor can upload documents in the form of JPG format or PDF format.**
15. (a) Contractor must ensure to quote his tender rate for each item. The column meant for quoting rate in figures appears in pink colour and when the moment Item rate is entered, it turns sky blue.
(b) Contractor should quote the rate for each Item up to two places of decimal. The column should not be kept blank; otherwise the tender shall be treated as INVALID.
16. 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. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respects including updates thereof, if any. An incomplete application may be liable for rejection.
17. The Earnest Money in the form of Demand Draft or Pay Order or Banker's Cheque or Fixed Deposit Receipt drawn in favour of **Finance Officer, MANUU, Hyderabad** shall be scanned and uploaded to the e-tendering website within the period of bid submission. **The original EMD should be deposited in the office of Executive Engineer, MANUU 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.**
18. This work requires engaging more than 20 nos. of labours / workers and therefore the contractor should all necessary licenses such as Labour license, EPFO and ESI, BOCW welfare registration etc., or otherwise shall be taken by contractor within 10 days.
19. The document to be physically submitted shall be page numbered and each page shall be signed by authorized signatory.
21. If any information furnished by the applicant is found to be incorrect at a later stage, he shall be liable to be debarred from Biding/taking up of works in MANUU. The University reserves the right to verify the particulars furnished by the applicant independently.
22. The University reserves the right to accept or reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
23. **Any dispute arising out of this Bid including dispute related to encashment of any Bank Guarantee/ FDR etc., shall be subject to the jurisdiction of courts at Hyderabad only.**

**Executive Engineer
MANUU, Hyderabad.**

List of Documents to be placed in the EMD cover and also to be scanned and uploaded in the e-Procurement portal within bid submission period:

1. Demand Draft/Pay order or Banker's Cheque / FDR of any Scheduled Bank against **EMD in favour of "Finance Officer, MANUU, Hyderabad.**
2. Enlistment/Registration Order of the Contractor of appropriate class in Horticulture and landscape works.
3. Experience certificate for eligibility as per Para 4 of General conditions & Instructions to Bidders.
4. Valid GST Registration for work contract.

Note: The Postal address of Executive Engineer, MANUU may be noted as below for correspondence and submission of Bids.

OFFICE OF THE EXECUTIVE ENGINEER
Room No.15 & 16, Ground Floor,
Administrative Building,
Maulana Azad National Urdu University,
Gachibowli,
Hyderabad-500032,
TELANGANA STATE.

Phone & Fax No.040-23008468.
E-mail Id: executive_engineer@manuu.edu.in
executive.manuu@gmail.com



**Executive Engineer,
MANUU, Hyderabad.**

**MAULANA AZAD NATIONAL URDU UNIVERSITY
NOTICE INVITING e-BID**

The Registrar, MANUU, Hyderabad on behalf of Vice-Chancellor, MANUU invites Item Rate Bids from approved and Eligible Contractors of CPWD/MES/Railways/Telangana PWD/ Central/ State Autonomous bodies/ Undertakings etc. (Horticulture & Landscape Category) in Two Bid System for the following work:-

“Annual maintenance of Horticulture works attached to MANUU Campus, Gachibowli, Hyderabad during 2018-19”

1. The enlistment/ registration of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
- 1.1 The work is Estimated to Cost **Rs.55, 99,517/-**. This estimate, however, is given merely as a rough guide.
- 1.2 The bidder should have successfully completed Maintenance of Horticulture & Land Scope Works during the last Seven years ending previous day of last date of submission of tender, as given below:-
 - (i) Three similar works each of value not less than Rs. 22,40,000/-
OR
 - (ii) Two similar works each of value not less than Rs. 33,60,000/-
OR
 - (iii) One similar works each of value not less than Rs. 44,80,000/-
2. Agreement shall be drawn with the successful Bidder on prescribed Format on Rs. 100/- Non-judicial stamp paper. Bidder shall quote his Item rate as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 Months** from the date of signing of agreement or from the first date of handing over of the site, whichever is later.
4. The Bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be downloaded from website www.manuu.ac.in/e-procurement.gov.in.
After submission of the tender the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
5. While submitting the revised bid, contractor can revise the Item rate any number of times but before last time and date of submission of tender as notified.
6. Earnest Money in the form of Demand Draft or Pay order or Banker's Cheque or Fixed Deposit Receipt (**drawn in favour of Finance Officer, MANUU, Hyderabad**) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited in the office of Executive Engineer MANUU.
7. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the said work and Programme Chart (Time and Progress) within the

8. Copy of Enlistment Order and other documents as specified in the press notice shall be scanned and uploaded to the e-procurement website within the period of bid submission. However, original certificates for verification along with certified copies of all the scanned and uploaded documents as specified in press notice shall have to be submitted physically by the lowest bidder only within a week in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD deposited with the office of Executive Engineer, MANUU and other documents scanned and uploaded are found in order.

10. **The bid submitted shall become invalid if:**
- (i) The bidder is found ineligible.
 - (ii) The bidder does not deposit original EMD with the office of Executive Engineer, MANUU.
 - (iii) The bidder does not up loaded all the documents as stipulated in the bid document **i.e., Copy of enlistment order, Copy of eligibility experience certificate, GST registration and the scanned copy of EMD.**
 - (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 does not quote for any Item of the schedule of quantities (BOQ), the tender shall be treated as invalid and will not be considered as lowest.
 - (vi) Bids on which any of the prescribed conditions 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 **opening of tender.**
 - (viii) The Bidder does not furnish the Performance Guarantee of work as per NIT condition.
11. The contractor whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the bided amount within 7 days. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within above period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.
12. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable for the said work and Programme Chart (Time and Progress) within 10 days.
13. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. 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.

14. The competent authority on behalf of the Vice-Chancellor, MANUU 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. 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 shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for reject.
16. In case of Non submission of Hard copies within stipulated time by the lowest bidder and or any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
17. The competent authority on behalf of Vice-Chancellor, MANUU reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
18. The contractor shall not be permitted to bid for works in the MANUU, in which his near relative is working in Engineering & F&A Section. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer above the rank of Section Officer in the Maulana Azad National Urdu University. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this University.
19. No Engineer of Gazetted Rank or other Gazetted rank Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India or in any University is allowed to work as a contractor for a period of one year after his retirement from service, without the prior permission of the competent authority in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the competent authority as aforesaid before submission of the bid or engagement in the contractor's service.
20. **The bid for the works shall remain open for acceptance for a period of Thirty (30) Days from the date of opening of bids**, if any bidder withdraws his bid before the said 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.
21. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract in Rs.100/- Non-judicial stamp paper consisting of:-
 - (a) The Notice Inviting Bid, all the documents including General conditions of Contract, specifications and drawings, if any, forming part of the bid as submitted at the time of invitation along with financial bid document with Item rate quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
22. The person/persons whose Bid(s) may be accepted (herein after called the contractor) shall permit University at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the Bided value of the work. Such deductions will be made and held by University by way of Security Deposit unless he/they has/have deposited the amount of Security at the

rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the University as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the University to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by University on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt Bided by the State Bank of India or by Scheduled Bank or Government Securities (if deposited for more than 12 months) endorsed in favour of the University, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

23. 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.
24. The bidder has not been black listed by any State/Central Governments/University or PSU or Autonomous bodies.

MAULANA AZAD NATIONAL URDU UNIVERSITY

ITEM RATE BID & CONTRACT FOR WORKS

(A) Bid for the work of: -

Name of Work: Annual maintenance of Horticulture works attached to MANUU Campus, Gachibowli, Hyderabad during 2018-19

(i) **EMD Cover:** To be submitted by **15:00 Hrs on 14-12-2018** in the office of Executive Engineer, MANUU, Gachibowli, Hyderabad (Telengana State).

e-Bid: To be submitted by **15:00 Hrs on 14-12-2018**

(ii) To be opened in presence of qualified bidders / their authorized representatives who may be present at **15:30 Hrs on 14 -12-2018** in the office of **Executive Engineer, MANUU, Gachibowli, Hyderabad-500032.**

(iii) Agency:-..... (Contractor)



**Executive Engineer,
MANUU,
Hyderabad (Telengana State).**

BID

I/We have read and examined the notice inviting Bid, General Conditions and Directions, Schedule of Quantities (BOQ), Specifications applicable, Special conditions & other documents and Rules referred to in the conditions of contract and all other contents in the Bid document for the work.

I/We hereby Bid for the execution of the work specified in the Schedule of quantities and in accordance with the Terms & conditions, specifications and instructions in writing referred to in General Rules and Directions and in respect of such conditions so far as applicable.

We agree to keep the Bid open for thirty (30) days from the due date of its opening and not to make any modification in its terms and conditions.

A sum of Rs. 1, 11,990/- is hereby forwarded in receipt fixed deposit receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said Vice-Chancellor, MANUU or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Vice-Chancellor, MANUU or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the Bid documents upon the terms and conditions contained or referred in the Bid form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-Bidding process of the work.

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

I/We hereby declare that I/We never blacklisted by any Government or Non-governmental Organization/Department.

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

ACCEPTANCE

The above Bid (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Vice-Chancellor, MANUU for a sum of Rs. _____ (Rupees _____)

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

- (i)
- (ii)
- (iii)

For & on behalf of Vice-Chancellor, MANUU.
Signatures

Dated: _____
Designation :

Sample letter for Acceptance of Bid

By Registered Post

No.

Dated:

To

(Name and Address of the contractor)

Subject:

(Name of work as appearing in the Bid for the work).

Dear Sir(s)

Your Bid for the work mentioned above has been accepted on behalf of the Vice-Chancellor, MANUU at your Bided / negotiated Bid amount of Rs.....(Rupees.....) which is% below / above the estimated cost of Rs.....(Rupees.....)

1. You are requested to submit the performance guarantee of Rs.(Rupees.....) within 7 days of issue of this letter. The Performance Guarantee shall be in any of the prescribed form as provided in the General Condition of Contracts for MANUU Works and shall be valid up to On receipt of prescribed performance guarantee necessary letter to commence the work shall be issued and site of work shall be handed over to you thereafter.
2. Please note that the time allowed for carrying out the work as entered in the Bid days, will be reckoned from days subject to maximum allowable extension under Clause 1(ii), from the date of issue of this letter.

Yours faithfully,

**Registrar
For & on behalf of Vice-Chancellor
MANUU**

Sample letter for Commencement of works

By Registered Post

No.

Date:

To

(Name and Address of the contractor)

Subject: (Name of work as appearing in the Bid for the work).

Ref: 1. Performance guarantee submitted by you vide your letter
No Dated for above work.

2. This office letter of intent/ acceptance of Bid No.....dt.....

Dear Sir(s)

1. In continuation to the letters referred above, you are requested to attend this office to complete formal agreement within 15 days from stipulated date of start.
2. You are requested to contact the Executive Engineer, MANUU, Gachibowli, Hyderabad for taking possession of site and starting the work on or before days from the date of letter of acceptance of Bid. Please note, that the time allowed for carrying out the work as entered in the Bid () days, will be reckoned from to days subject to maximum allowable extension under Clause 1(ii), from the date of issue of acceptance letter

Yours faithfully,

Registrar
For & on behalf of Vice-Chancellor
MANUU

GENERAL CONDITIONS OF CONTRACT (GCC)**4.0 General Terms and Conditions****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 fourteen days of the acceptance of the LoA shall furnish a Performance Security in the form of an Account Payee Demand Draft/Fixed Deposit Receipts from a Nationalised/Commercial bank or bank guarantee issued/confirmed from any of the commercial bank in India in the form prescribed for a sum equal to 5% of the financial bid quoted amount in favour of Finance Officer, Maulana Azad National Urdu University, Hyderabad payable at Hyderabad.

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 on stands 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 'Notice to Proceed'.

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 prescribed at Annexure-VII, 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 ₹.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.

4.4 Validity of contract

4.4.1 The contract shall be valid for a period of one year from the date of its signing by both the parties 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 one year for any period not exceeding further one year 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 within 03 (three) days of the contract agreement made effective.
- 4.5.2 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 Labour (Mali) 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 Labour (Mali) 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 Labour (Mali) 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 produce to the client the details of payments of statutory benefits like bonus, leave, etc. from time to time to its Labour (Mali).
- 4.5.9 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 Labour (Mali) deployed by him.
- 4.5.10 The contractor shall cover its Labour (Mali) for personal accident and death while performing the duty and the Client shall own no liability and obligation in this regard.
- 4.5.06 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.
- 4.5.12 The Labour (Mali) 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.
- 4.5.13 The contractor shall ensure that all Labour (Mali) deployed by him are fully conversant with the Client's premises.
- 4.5.14 The contractor shall exercise adequate supervision to ensure proper performance of Horticulture services in accordance with the requirements.
- 4.5.15 In the event of the Labour (Mali) having been provided by the Contractor not performing duties as per expected standards in whatsoever manner or in case the Labour (Mali) 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.
- 4.5.16 Contractor must employ adult and experienced Labour (Mali) only. Employment of child labour or persons below the age of 18 years shall lead to the termination of the contract at the risk and cost of the contractor.

- 4.5.17 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.
- 4.5.18 Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent), photograph of all deployed Horticulture Labour (Mali) to the Client and shall also intimate changes in addresses of the Labour (Mali) as and when they take place.
- 4.5.19 The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out the Horticulture related tasks assigned at Client's office.
- 4.5.20 The authorized representative of the company shall visit the Executive Engineer, Estate Section/concerned officials of the University twice a week for review of the Horticulture system at the Client's site.
- 4.5.21 The contractor have to engage average 24 no experienced labour (Mali) daily for various Horticulture works specified in the tender document. The strength of the workers can be enhanced or decreased on 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.
- 4.5.22 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.
- 4.5.23 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.
- 4.5.24 List of Tools & Plants as per Annexure - A for attending the maintenance work shall have to be arranged by the contractor while material required for attending the maintenance work shall be provided by the University.
- 4.5.25 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.
- 4.5.26 The contractor shall submit a copy of wages sheet showing monthly wages paid to its Labour (Mali).
- 4.5.27 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 4.5.28 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 contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.
- 4.6 Client's obligations**
- 4.6.1 The Client shall make all endeavour to make payments against the monthly invoice complete in all respect submitted by the contractor in respect of monthly wages of Horticulture Labour (Mali) within 15 (fifteen) days from the date of the receipt of the said invoice.

- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 To enable the contractor to provide the Horticulture services, the Client shall ensure that its staff is available to provide such assistance.
- 4.6.5 The University shall not provide any accommodation to any of the Horticulture Labour (Mali) deployed by the contractor.
- 4.6.6 The Client shall not be under any obligation for providing empanelment to any of the Labour (Mali) of the contractor after the expiry of the contract.
- 4.6.7 The Client may also assign such Horticulture related duties as and when required to the Horticulture Labour (Mali) deployed by the contractor which are otherwise not mentioned in section - 3 above 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 rates quoted by the bidders in the Price Schedule shall be inclusive of Goods and Service Tax (GST), any type of cess, or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rates.
- 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 by 5th of every following month:
- (a) Wages paid along with the attendance sheet of Horticulture Labour (Mali) 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 Labour (Mali) deployed in their respective bank accounts,
 - (c) Statements of remittances made in the preceding month towards EPF and ESI contributions together employees & employer's in respect of Horticulture Labour (Mali) deployed at Client's premises,
 - (d) Declaration regarding compliance of labour laws in terms of clause 5.
- 4.7.5 All payments by the Client to contractor shall be made by means of NEFT/RTGS in the bank account of the contractor.
- 4.7.6 Client shall make deductions in accordance with applicable tax laws, Income Tax 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.
- 4.7.7 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 joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by discussions 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 encashed.

SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract shall supplement the “Instructions to Bidders” and “General Conditions of Contract” as contained in Sections 2 and 4 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 Labour (Mali) 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 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 Labour (Mali) 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 the Contractor not providing a suitable substitute Horticulture Labour (Mali) within the specified period as stipulated in clause 4.5.15 of Section 4 a penalty of Rs.500/- per day per person shall be imposed on the contractor which will be recovered/adjusted from the monthly bill payable next month.
- 5.3.2 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 Labour (Mali) deployed at Client's premises.

General Conditions for Original & Maintenance of Horticulture Work

1. The work shall be executed as CPWD Specifications for Horticulture 2016, 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.
2. Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable locations for construction of godowns, stores and camp, transport facilities, the extent of leads and lifts involved in achieving the completion of work.
3. 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. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences thereof.
5. 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.
6. Materials used on work without prior approval and testing (where testing is necessary) by the Officer-in-charge are liable to be considered unauthorized, and not acceptable. The Officer-in-charge shall have full powers for removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Officer-in-charge. In case of default on the part of the contractor in removing rejected materials, the Officer-in-charge shall be at liberty to have them removed at the risk and cost of the contractor.
7. The work shall be carried out in such a manner so as not to interfere / or adversely / or disturb other works being executed by other agencies, if any.
8. 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.
9. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contract under this contract.
10. 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.
11. Unless otherwise specified in the Scheduled of Quantities, the Rates of all the items of the work shall be considered as inclusive all charges like Transportation, Royalty and other Taxes etc.
12. The Contractor shall take instructions from the Officer-in-charge regarding collections and stacking of materials at site.

13. The Contractor shall be responsible to arrange at his own cost all necessary Tools and plants required for execution of original and maintenance works.
14. The contractor shall make his own arrangements for obtaining Electric connection, if required and make necessary payment directly to the Department concern.
15. Water for executing the work will be supplied by the department for free of cost.
16. The operating cost of Machinery i.e. Petrol/ Kerosene Oil/ Mobile Oil etc, and proper repair and maintenance of Lawn Mowers and Pumps shall be borne by the contractor.
17. The Department shall not be responsible for any injury partial or permanent or death of any workers at site due to accident or mal functioning of the equipment or by negligence of the staff.
18. No compensation shall be payable to the Contractor for any damage caused by rains, storms, earthquakes and other calamity during the execution of work.
19. All applicable and prevailing taxes will be recovered from the contractor bills as applicable from time to time.
20. If any damage caused for public conveniences/ services, the same shall have to be repaired instant, failing which necessary recovery shall be make from the Contractors bill.
21. If any Building, Road and Channels are damaged by the workers of the Contractor, the same will have to repaired by the Contractor at his risk and cost, otherwise the complete cost will be recovered as intimated by the Engineer-in-charge.

CONTRACTOR

EXECUTIVE ENGINEER, MANUU

Additional Conditions for Horticulture Maintenance Work

1. The work shall be carried out as per CPWD Specification-2016 (Hort.) with up to date correction slips and as per CPWD Yard stick.
2. The Contractor shall take instruction from the officer-in-charge regarding supply and stacking of material at site. He shall bear all charge for storage and safe custody of materials.
3. The location for storing and stacking of material shall be got approved from Engineer in charge.
4. Any work carried out without the approval of the Engineer-in-Charge/ at the site of work shall not be accounted and will not be paid.
5. 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 in case of non-removal/disposal in the specified period, a sum of Rs. Two Thousand per day shall be recovered from the contractor.
6. The agency shall provide proper uniform to the workers with half jacket (fluorescent material), 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.
7. The contractor or his authorized supervisor will regularly meet with the site officer in charge for taking the direction.
8. 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 the 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.
10. The rejected and substandard material should be removed from the site of work immediately, the Department shall not be responsible for any damage/loss of rejected material. If the same will not be removed within five days after issuing notice in writing by Officer-in-charge then necessary recovery shall be made @ Rs. 200/- per day.
11. 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.
12. 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 of Rs. 1000 to Rs. 10000.
13. Time period allowed for the work **12 (Twelve) Months**.
14. The field staffs are to be engaged as per approved yard stick. The yard stick for reference is as given below:-
(As applicable)
 - a. Garden area @ 1 Mali / 1.00 Acre (prestigious garden)
 - b. 1 Mali / 1.25 Acre (for Office Building garden)
 - c. 1 Mali /1.35 Acre (for M.P. flats garden)
 - d. 1 Mali /1.55 Acre (for M.P.'s Bungalow garden)
 - e. Lawn area (For mowing) @ 1 Mali / 20 Acre.
 - f. Slow growing trees up to 4 years old and fast growing trees up to 3 years old @ 1Mali / 250 Nos.
 - g. Slow growing trees up to 4 to 8 years and fast growing trees 3 to 6 years @ 1 Mali /300 Nos.
 - h. Slow growing trees beyond 8 years and fast growing trees beyond 6 years @ 1 Mali / 1200 Nos.
 - i. Shrubs @ 1 Mali / 1200 Nos.
 - j. **Earthen** Potted plants @ 1 Mali / **3000** Nos.(for Nursery)

- k. **Earthen** Potted plants @ 1 Mali / 750 Nos.(for ground floor in flat)
- l. **Cement** potted plants @ 1 Mali / 300 Nos. (for ground floor in flat)
- m. **Earthen** Potted plants @ 1 Mali / 250 Nos.(for multi storied)
- n. Hedge length @ 1 Mali / 12000 Rft.
15. **Good earth, manure, fertilizers, insecticide, pesticide, will be provide by the department and lawn mower, brush cutter with fuel other T&P material/articles shall be provided by the contractor.**
 16. 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.
 17. **The contractor shall comply with the provisions of the Payment of minimum Wages Act, 1948 and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time**
 18. The contractor shall **deduct worker subscription towards EPF and E.S.I.C. as per rules, he shall deposit the same along with his contribution in to the respective account of the worker / labour / staff deployed by him on the work and submit the details to the University for Verification.**
 19. The contractor is bound to distribute the salary / wages to his worker by **7th** of each month by RTGS/ cheque or cash, as feasible.
 20. 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
 21. Contractor shall submit the bill, **'on monthly basis'** with the following documents:
 - a) Documentary proof of disbursement of wages to the workers, The copy of salary wage register in the format as appended in annexure shall be produced with the R/A or Final bills.
 - b) Proof of deposit of EPF and E.S.I.C. contribution to the respective authorities of previous month.
 - c) Copy of relevant period attendance register.
 - d) Copy of Identity card / Gate pass of the staff deployed by him on the work.
 22. **Minimum number of Labour to be employed as per yardstick: 24 Nos. per day on an averages calculated on monthly basis.**
 23. **In case of Non-deployment of average minimum number of labour per day calculated on monthly basis, recovery at the rate of Rs. 750/- (Rs. Seven hundred and fifty only) per labour per day shall be made from the running bill.**

CONTRACTOR

EXECUTIVE ENGINEER, MANUU

Special Condition for Horticulture works:**1. GOOD EARTH**

- 1.1 The good earth should be free from rubbish, sandy loam, well drained, fertile, having the pH value in the range of 6 to 8.5.
- 1.2 If good earth is rejected due to certain reasons, the same should be replaced immediately by the Contractor at his own risk and cost.

2. PLANTS

- 2.1 The entire quantity of plants as mentioned in Schedule of Quantities will be taken as and when required at different site.
- 2.2 The plants should be free from all pest and disease.
- 2.3 The plants should be very healthy and vigorous growth and as specified in the Schedule of Quantity.
- 2.4 The foliage plants should be well measured leaving the root portion.
- 2.5 The plants should be true to the variety and the named varieties should be tagged.
- 2.6 The supply will be taken at site of work.
- 2.7 The quantities may be increased or decreased as per actual requirements at site.
- 2.8 The rates are net and inclusive of all taxes and transportation etc., and nothing extra shall be paid than the quoted rate
- 2.9 The work shall be executed as per the direction of the officer's-in-charge

CONTRACTOR**EXECUTIVE ENGINEER, MANUU**

LIST OF TOOLS AND PLANTS

The following tools and plants should be made available at site of work by the contractor for carrying out the work of "Maintenance of Garden and Horticulture in MANUU Campus, Gachibowli, Hyderabad during the contract period.

S.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	02 Nos.(Power) 01 No.(Manually operated)
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.

Conditions:

1. The contractor should maintain a Tools and Plants Register and should be kept at site of work.
2. The Sharpening of tools, replacement of blades etc. to 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. The decision of the Registrar in levying the compensation on account of failure on the part of the contractor to keep all the tools functional or replace the damaged tools will be final and binding on the contractor. The compensation thus levied will be recovered from the contractor's bills.

Schedule of Quantities


NAME OF WORK : Annual maintenance of Horticulture works attached to MANJU Campus, Gachibowli,
Hyderabad during 2018-19

Sl. No.	Sub Heads and item of Works	Quantity	Unit	Rate in Figs	Rate in Words	Amount
1	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 of the NIT document shall be arranged by the agency, for which hire charges will be paid as per Item No. 2. Materials required for the maintenance will be supplied by the department and shall be paid separately as per Item no 3 to 6) a) Lawn area-10.42 acre b) Tress of all ages c) Shrubs (out side garden features) d) Hedges along the lawns/Roads etc., e) Earthen pots f) General cleanliness	7488	Mandays			
1.1	Providing Malis for Maintenance of the above mentioned items for a period of 12 months and the Malis are to be provided at an average 24 No per day.		Manday			
	PART-A				Total wage rate for 7488 mandays for 12 months	
	Hire charges for Tools and Plants					
2	Hire charges for Tools and Plants as per List at Annexure "A" at Page of the NIT document for maintenance the above mentioned items for the period of 12 months	12	Months			
	PART-B				Total hire charges for 12 months	

Sl. No.	Sub Heads and item of Works	Quantity	Unit	Rate in Figs	Rate in Words	Amount
	Materials					
3	Supplying and stacking of Good Earth at site including royalty and carriage with all leads and lifts (earth measured in stacks will be reduced by 20% for payment).	125 Cum	cum			
4	Supplying and stacking of well decayed cow dung manure at site including royalty and carriage with all leads and lifts(Cow dung manure measured in stacks will reduced by 8% for payment.)	297 Cum	cum			
5	Supply of Organic Manure Bio degraded compost (in 25 kg bags)	127 Qtl	Qtl			
6	Supply of Chemical fertilizers					
6.1	a) Urea	17 Qtl	Qtl			
6.2	b) DAP	11 Qtl	Qtl			
	PART-C				Total material cost for 12 month	
	PART-A+B+C				Grand Total	

Important Notes:

1. The Estimated Cost Put to Tender has been worked out by taking into consideration minimum wages of unskilled labour as on 01-10-2018 i.e, Rs. 558/- per day plus 18% GST and considering Market Rates for other items.
2. The Tenderer should quote his rate for all the items under the schedule of tender. This column should not be left Blank. The quoted rate should inclusive of GST and his service charges including profit and overhead charges. Nothing extra shall be paid or reimbursed on this account.
3. The Item rate shall be typed in rate column only in figures up to 2 (two) places of decimals without any currency sign
4. The tenderer shall enable the macros before entering the figures to see the quoted rate of the Items and amount in words.
5. If the Item quoted both in words and figures are not clear, or if the rate is not quoted for any Item, the offer will be treated as invalid


 Executive Engineer
 MANUU