

TENDER DOCUMENT

**GUJARAT UNIVERISTY
AHMEDABAD**

Name of Work: Maintaining & Cleaning work of Various Garden within the Campus and building premise of Gujarat University, Navarangpura Ahmedabad -38009

**Tender For
Gardening Services/Contract
of Gujarat University.**

**Tender ID No:
GU/Gardening Services/ 2017-18**

Registrar

Signature of Bidder

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Note:-

1. Chapter No 1 To 7 (Part-I) is to be submitted Physically
2. Chapter No 8 (Part-II) to be submitted online only

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Signature of Bidder

Chapter-1
Invitation for Bidders (IFB)

Gujarat University (hereinafter referred to as "GU") at Navrangpura, Ahmedabad, Gujarat 380009

Outlined hereinafter, is a comprehensive Bid package for "Gardening Services at GU".

GU invites sealed tender under Two stage two bid systems from experienced & Financially sound contractors. Last date of submission of tender is-04/03/2017
Up to 12: 00 pm for part-I (Technical Bid)

The general scope of work of this tender is to carry out Turnkey Work for Gardening services at GUJARAT UNIVERSITY CAMPUS & ALL BUILDING as mentioned in Chapter 4 & 5 : Scope of Work and as per the terms and conditions mentioned in this tender.

Bidders are required to provide the tender fee of Rs.2500/- (Rupees Two Thousand Five Hundred only) to be sent with original copy of technical bid part-I in the form of Demand draft of the nationalized/scheduled bank to be paid in favour of "The Registrar, Gujarat University" payable at Ahmedabad This tender fee shall be non-refundable.

Bidders are required to furnish a bid security (EMD) for an amount of Rs 40,000/- (Rupees Fourty Thousand Only) to be sent with original copy of technical bid part-I in the form of Demand draft of the nationalized/scheduled bank to be paid in favour of " in favour of "The Registrar, Gujarat University" payable at Ahmedabad This tender fee shall be non-refundable. Bid submitted without Tender Fee and EMD shall be considered at non- responsive and such bid shall be rejected No exemption is allowed.

Proposals must be in compliance with the requirements, Scope, and other applicable attachments, including GU's terms and conditions.

Gujarat University reserves the rights to reject or accept, in whole or in part of, any Bid, waive formalities in the bidding process, or to negotiate contract terms with any individual firm when such is deemed by GU to be in its best interest. GU shall be under no obligations to provide reasons for accepting or rejecting a Bid.

Yours Sincerely,

For Gujarat University

The Registrar

Registrar

Signature of Bidder

Chapter-1

GUJARAT UNIVERSITY

Nr. L.D. Engineering College, Navrangpura-Ahmedabad-380009

NOTICE INVITING ON-LINE TENDER

REGISTRAR, GUJARAT UNIVERSITY, AHMEDABAD					
E-TENDER NOTICE/ID NO. :			FOR 2017-18		
<p>Gujarat University invites Online Tenders for the work of :</p> <p>Name of Work : Maintaining & Cleaning work of Various Garden within the Campus and building premise of Gujarat University , Navarangpura Ahmedabad -38009</p> <p>from pre-qualified Contractors/Agency for above work as follows : Submission of tender:- Part I Technical Bid to be submitted physically along with technical bid and documents Part-II Financial Bid by online only</p>					
(A) Details of E-Tender item:					
Sr. No	Name of Work	Estimated Tender Value (Rs.) (per year)	EMD (Rs.)	Tender Fee in (Rs.)	Total Security Deposit(Rs.)
1	2	3	4	5	6
1.	Maintaining & Cleaning work of Various Garden within the Campus and building premise of Gujarat University , Navarangpura Ahmedabad -38009	40,00,000	40,000	2500	10 % of Tended cost

(B) Schedule for e-tendering is fixed as under:		
(i)	Site Visit (If any)	As per convenience of agency/contractor except holiday within office hours before submission.
(ii)	Last day of submitting bidders query/ Pre-bid Conference	20/02/2017 before 4.00 pm / 21/02/2017 at 12:00 Noon
(iii)	Downloading Period of tender documents	Dt. 14/02/2017 12 :00 noon onwards

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		Submission in original – physical form so as to reach up to date : 06-03 -2017 and till 02:00 PM in presence only At Room No.38, General Dept, Gujarat University, Ahmedabad
(vi)	Submission of technical bid(part-1)-prequalification form and document including Tender fee, EMD, bank solvency certificate and other supporting Documents during office hours.	Note: Tender Fee, EMD and Bank Solvency is to be keep in a separate envelop, physical document shall be endorsed with contract number and title and shall be submitted in duplicate with one original and one copy (clearly marked “Original or “Copy”)
(v)	Online submission of Commercial/Financial bid (part-2)	Submission in Electronic format through online and same should be submitted till the last date:-04-03 -2017 up to 02:00 PM hours.
(vi)	Opening of technical bid-prequalification form(part-1)	Dt:-06-03 -2017 at 03:00 PM
(vii)	Online opening of Commercial/Financial bid(part-2) Tender of the contractor/agency who have succeeded in prequalification criteria	Shall be intimated after pre-qualification

Eligibility :

Agency/Contractors who are having the qualification according to Annexure-3.1 and having submitted all the relevant documents as said in Annexure-3.2.

	Further Details of this tender are as under:
1.0	Particulars: Maintaining, cleaning and sanitation work of buildings/campuses of Gujarat University Navarangpura Ahmedabad -38009
2.0	Downloading Tender Document:
2.1	Bid documents will be available on web site up to the Date shown above.
2.2	Bidders wishes to participate in this tender will have to register on web site https://nprocur.com
	Digital Certificate :
3.1	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India.
3.2	All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted:

Registrar

Signature of Bidder

	<p>(n)Code solutions A division of GNFC 301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 (India) Tel : +91 26857316/17/18 Fax: +91 - 79 26857321 E-mail: nprocure@gnvfc.net</p>
3.3	Bidders who already have a valid Digital certificate need not procure a new Digital certificate.
4.0	On line Submission of Tender:
4.1	Bidders can prepare & edit their offers number of times before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
4.2	Tenderer shall submit their offer in Electronic format with Page No. on above mentioned website & date shown above after Digitally signing the same.
4.3	Offers submitted without digitally signed will not be accepted.
4.4	Offer of Commercial/financial bid in physical form will not be accepted in any case.
4.5	It is Bidder's responsibility to verify Online Corrigendum / Amendments till last submission date and time as well as before Final Submission of Bid.
5.0	Submission of Tender Fees, Bid Security and other Documents:
5.1	<p>Tender Fee for works are as follows :</p> <p>Rs. 2500/- (Rupees Two Thousand Five Hundred Rs. only)</p> <p>Submitted by in favour of "Registrar, Gujarat University", payable at Ahmedabad from any Nationalized / Scheduled Bank except Co-operative Bank.. DD shall be valid up to 60 Days.</p>
5.2	<p>Bid Security i.e. EMD :</p> <p>Rs 40,000/- (Rupees Fourty Thousand Rs only)</p> <p>Submitted by in favour of "Registrar, Gujarat University", payable at Ahmedabad from any Nationalized / Scheduled Bank except Co-operative Bank.. DD shall be valid up to 60 Days.</p>
5.3	Other Documents required to be submitted by scanning through online :
	a As per Tender details
	b Certified true copy of Valid Bank Solvency issued in Current Calendar Year 2017 valid for one year of not less than Rs.8,00,000/- of Nationalized / Schedule bank.
6.0	Opening of Tender:
6.1	Intending bidders or their representative who wish to remain present at Registrar Office at the time of tender opening can do so.
7.0	Contacting Officer:
7.1	Further details/clarification if any required will be available from University Engineer of Gujarat University Tel- 079-2630034
7.2	In case bidder needs any clarification/assistance or if training required for participating in online tender, they can contact at following office.

Registrar

Signature of Bidder

	<p>(n)Code solutions A division of GNFC 301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 (India) Tel : +91 26857316/17/18, Fax: +91 79 26857321 e-mail: nprocure@gnvc.net</p>
8.0	General instructions:
8.1	The tender fees will not be refunded under any circumstances.
8.2	Conditional tender shall not be accepted.
8.3	This tender notice shall form a part of tender document.
8.4	The tenderers are advised to read carefully the "Instruction for Tenderer" and "Eligibility Criteria" contained in the tender documents.
8.5	The Internet site address for E-Tender is http://nprocure.com and that of corporate web site is www.gujaratuniverdsity.ac.in on Tender option.
8.6	camp for bidders will be organized on every Saturday between 1.00 to 5.00 P.M. at (n)Code solutions, A division of GNFC , 301, GNFC Infotower, Bodakdev, Ahmedabad-380 Free training 054 (India). Bidders are requested to take benefit of the same.
8.7	The Gujarat University reserves the rights to reject any or all tenders without assigning any reason thereof.

CHEPTER-2

Instruction to Bidders (ITB)

A. GENERAL

Instructions to bidders

1.0 INTRODUCTION

1.1 Gardening work is to be carried out for Gujarat University (GUJARAT UNIVERSITY CAMPUS & ALL BUILDING) including iconic Heritage tower building, All educational study buildings, library, stores, workshops, guest house, and all other departments and offices working under Gujarat University.

1.2 GUJARAT UNIVERSITY invites sealed tenders under single stage two bid system from experienced & financially sound contractors and meeting the bid qualification criteria for Gardening services at GUJARAT UNIVERSITY CAMPUS & ALL BUILDING, herein after referred as 'Services'.

2.0 BRIEF SCOPE OF WORK

To carry out Gardening services at Gujarat University Campus & All Buildings, Guest Houses as per details mentioned in the Scope of contract and as per the terms and conditions laid out in this tender document.

3.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and delivery of its bid including costs and expenses related to visits to the site and the Gujarat University Campus & All Buildings of GU shall in no case be responsible or liable for these costs regardless of the outcome of the bidding process.

4.0 SITE VISIT

4.1 The bidder is advised to visit and examine the site of works and it's surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site shall be at the bidder's own expenses. Claims and objections due to ignorance of existing conditions shall not be considered after the submission of the bid and during implementation.

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B. BIDDING DOCUMENT, CLARIFICATIONS AND ADDENDUM**5.0 Bidding Document**

5.1 The bidding documents should be read in conjunction with any addendum issued, in accordance with clause 7.0. The bidder is expected to examine the bidding document including all instructions, forms, terms, Scope, specifications in the bidding document. Failure to furnish all information required as per the bidding document or submission of a bid not substantially responsive to the bidding document in every respect would result in rejection of the bid.

5.2 Bidding documents once issued are non-transferable in any other name and shall at all times remain the exclusive property of the Gujarat University Campus & all Buildings with a license to the bidder to use the bidding documents for the limited purpose of submitting the bid.

6.0 CLARIFICATION OF BIDDING DOCUMENT

6.1 Although the details presented in the bidding document consisting of conditions of contract, scope of work, technical specifications have been compiled with all reasonable care, it is the bidder's responsibility to ensure that the information provided is adequate and clearly understood.

6.2 Any failure by bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of contract, from performing the work in accordance with the agreement

7.0 AMENDMENT OF BIDDING DOCUMENT

7.1 At any time prior to the deadline for submission of the bids as well as up to bid opening, Gujarat University may for any reason whether at its own initiative or in response to a clarification requested by the bidders, modify the bidding document by amendment duly notified in writing.

7.2 The amendment shall be part of the bidding document, and will be notified to all bidders who have received the bidding documents. The bidders will be required to acknowledge receipt of any such amendment to Gujarat University within stipulated time in writing.

8.0 CONFIDENTIALITY OF BIDDING DOCUMENT

- 8.1 The bidding document is and shall remain the exclusive property of the Gujarat University & all Buildings Without any right to bidders to use them for any purpose except for the purpose of bidding.
- 8.2 On no account will any agency to whom bidding documents are furnished, part with possession thereof or copy or take copies of plans etc. It should be understood that the information therein is confidential, and that the bidding documents are therefore being furnished in the strictest confidence.
- 8.3 If required by the Owner, the Contractor shall sign a confidentiality agreement as per the terms and conditions stipulated by the Own .

9.0 Language of BID

- 9.1. The bid prepared by the bidder, all correspondence and documents relating to the bid, exchanged by the bidder and Gujarat University shall be written in English language.

10 COMPLIANCE TO BID REQUIREMENT

Evaluation of bid shall be finalized on the basis of details/documents submitted by the bidder in the bid at first instance, without raising any technical or commercial/financial clarifications. Owner expects bidder's compliance to requirement of bidding document without any deviation. No exception or deviation shall be accepted to stipulations/ conditions of bidding document.

11 DOCUMENTS COMPRISING BID

- 11.1 The bid should be prepared by the bidder and shall be submitted in two parts i.e part-I and part-II in separate sealed envelopes:
- i) PART – I - Techno – commercial /Unpriced bid along with Tender fees and EMD,
part-I is to be submitted in two copies one original and one copy along with technical bid and other documents
 - ii) PART- II – Priced Bid/ Financial Bid by Online only

11.2 TECHNO–COMMERCIAL/UNPRICEDBID

Bidder is advised that GU intends to fully evaluate the technical and un-priced commercial submissions.

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The bid should clearly demonstrate the approach to be adopted by the bidder for execution of the services and bidder's ability to perform the works within the time schedule and meeting the other requirements listed in the bidding document. Failure to provide such information may result into disqualification of the bid.

The bidder shall submit his Technical and Unpriced commercial bid (Part-I) in one original and one copy. The original bid shall be signed and stamped on each page by the bidder

Techno Commercial bid shall comprise hard copies of the attachments specifying attachment number arranged in order as follows:

- a) Covering letter.
- b) Complete set of tender document as provided by the Gujarat University duly filled in and signed on each page and at every correction by the bidder or otherwise provided in the tender documents as per guidelines. Inclusive of technical bid Part-I
- c) Information regarding bidder in the form annexed to the tender document.
(Performa-1)
- d) Information regarding experience of work of a similar nature**(Performa-7)**
- e) Tender Fee of Rs 2500/- (Rupees Two Thousand Five Hundred only) in form of in favor of The Registrar, Gujarat University payable at Ahmedabad
- f) Earnest money Deposit amount of Rs.**40,000/-** (Rupees Forty Thousand only) in form of in favor of The Registrar, Gujarat University payable at Ahmedabad
- g) Original power of attorney or other proof of authority of the person who has signed the tender or authenticated copy of power of attorney or other authority duly attested by a gazette officer, other documents of proof of authority of the person who has signed the tender. **(Performa-3 & 4)**
- h) List of qualified and experienced personnel on their regular pay rolls including supervisory staff who will be deployed to the contracted work along with the contact details
 - i) Details of concurrent commitments as per Performa **(Performa –6)**
 - j) Compliance to bid requirements as per Performa **(Performa – 2)**
 - k) Exceptions / Deviations to Tender conditions **(Performa no – 8)**
 - l) Checklist duly filled **(Performa – 9)**
- m) Copy of Service Tax Registration Certificate
- n) Contract Labour Registration and License
- o) Documentary Proofs of Permanent EPF Account and ESIC / Workmen's Compensation Certificate
- p) Audited Financial Results and copy of IT returns for last 3 years
- q) List/Brand of Equipment/Tools/Machines/Consumables/Materials to be used for all works mentioned in Scope of Work
- r) Details of concurrent commitments as per Performa **(Performa –6)**
- s) Certify copy of bank solvency certificate issued in current year that is in the year-2017 valid for one year and of the amount of not less than Eight

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Lakhs of the nationalised /scheduled bank.

For convenience, the bid shall be compiled in the form of specific Sr. Nos. Conforming to the above.

Bid shall be disqualified either due to non-compliance to technical qualification requirement and / or non-fulfillment to other technical / commercial condition stated in this tender document.

11.3 PRICED BID / FINANCIAL BID (PART- II)

Price/ Financial (PART-II) bid is to be submitted by online e-tendering considering comprehensive estimated cost of man power, machinery, cost of material, cost of appliances, service charges, cost of all the work as per scope, cycle of work, cost of all royalties, sales/ vat tax, local tax, welfare cess, any other tax including work contract tax, cost of stamp for agreement etc, and also any salutary variation in future towards above mentioned taxes and any other taxes if levied in future by statutory authority applicable to this contract shall be bourn by the contractor and GUJARAT UNIVERSITY , shall not entertain any claim whatsoever in this respect. Rate to be coated shall be exclusive of service tax. Service shall be paid separately and same shall be claimed in bill/invoice

11.4 The Contractor/ agency shall pay the building and other construction welfare cess at 1% of total estimated tender cost at respective department and he will submit the copy of challen for assurance of deposition on every month bill

11.5 Rates quoted by the bidder, shall remain firm and fixed and valid until completion of the contract and will not be subjected to variation on any account except change of service tax.

11.6 Bidder has to quote for whole scope of work otherwise bid will be considered non- responsive and will be rejected.

11.7 In case the bidder has quoted abnormally high rates, GU reserves the right to ask for clarifications and negotiate with the bidder or in the alternative, GU may withdraw the said Item/ service from the Contract.

12 BID VALIDITY

12.1 Bid submitted by the bidder shall remain valid for acceptance for a period of period of 120 days, without the consent in writing of GU, to revoke or cancel their bid or to vary any terms thereof. In case of bidder revoking or canceling his bid or varying any terms in regard thereof, the bidder's EMD shall be forfeited by GU.

12.2 GU may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the

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bidder agrees to the extension request, the validity of the bank Guarantee towards bid security shall also be suitably extended. Bidder may refuse the request without forfeiting his bid security. However bidders agreeing to the request for extension of validity of bids will not be permitted to modify the bid.

13 BID SECURITY (EARNEST MONEY DEPOSIT)

- 13.1 Bidder shall furnish, as part of its bid, a bid security (EMD) for an amount of Rs. 40,000/- (**Rupees Forty Thousand Only**) in form of Demand draft of the nationalized/scheduled bank to be paid in favor of The Registrar, Gujarat University payable at Ahmedabad, Technical bid without bid security shall be consider non responsive and such bid shall be rejected out rightly.
- 13.2 EMD as stipulated in the bid shall be submitted along with technical bid, failing which the bid (s) shall be rejected.
- 13.3 Bid securities of the unsuccessful bidders will be discharged or returned, as promptly as possible after award of contract.
- 13.4 Bid security of the successful bidder will be discharged or returned upon the bidder's executing the contract, and furnishing the security deposit by way of bank guarantee of any nationalised/ scheduled bank.
- 13.5 The bid security may be forfeited:
- a) If the bidder withdraws its bid during the period of bid validity
 - b) In case of a successful bidder ,if the bidder fails ,within the specified period :
 - i. To sign the contract.
 - ii. To furnish the performance bank guarantee of nationalised/scheduled bank within Fifteen days of tender acceptance letter.
 - iii. Withdraws the tender during the validity period or any extension thereof.
 - iv. If Tender is varied / modified in manner not acceptable to GU during validity or any extension thereof duly agreed by the bidder or after award of the contract or prior to signing of contract
 - v. If successful bidder is seeking modification to agreed T & C after award of work or declines to accept LOI / LOA
- 13.6 The bid security shall be denominated in the currency as mentioned in letter inviting bid.

13 ARRANGEMENT OF BID

- 14.1 The bidder shall prepare one original and one copy of the Technical bid Part-I.

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Signature of Bidder

Clearly marking each on as: “ORIGINAL – TECHNICAL BID PART-I and on second copy as”, ““COPY– TECHNICAL BID PART-I”. In the event of discrepancy between the original and any copy the original shall prevail.

- 14.2 The original and all copies of the bid shall be typed or written in indelible ink (in case of copies, Photostats are also acceptable) and shall be signed by person(s) duly authorized to sign on behalf of the bidder. All pages of bid shall be stamped and initialed by person(s) signing the bid.

15 BID SUBMISSION

- 15.1 The bidder shall seal the original copy and true cop of original of technical bid part-I along with other documents clearly marking as” TECHNICAL BID PART-I” etc. as appropriate. And addressed to Gujarat University at following address:

Gujarat University,

Room No-38

Gujarat University Tower Building,
Near L D Engineering College,
Navrangpura, Ahmedabad-380009

Kind Attn: The Registrar, Gujarat University.

**It should be clearly marked with name of works “(The tender name)”,
Bidding**

**Document No. and the words “DO NOT OPEN BEFORE (date and time of
opening of bids as indicated in invitation for bids)**

- 15.2 In addition to above the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late”.
- 15.3 If the Outer envelope is not sealed & marked as above, the GU will assume no Responsibility for the misplacement or premature opening of the bid.
- 15.4 Technical bid (part-1) Tenders shall be submitted in the prescribed format so as to reach this office Latest by 02:00 pm, 06/03/2017

Registrar

Signature of Bidder

16 DEADLINE FOR SUBMISSION OF BIDS

16.1 Bids must be submitted by the time and date mentioned in the invitation for Bid at the address stated therein.

16.2 The GU may, at its discretion, extend the deadline for submission of bids by addendum in accordance with clause 7.0, in which case all rights and obligations of the employer and bidders previously subject to original deadline will thereafter be subject to deadline as extended.

17 LATE BIDS

Any bid received by the GU after the deadline for submission of Bids will be Declared "Late" and rejected and returned unopened to the Bidder.

18 WITHDRAWAL OF BIDS

18.1 The Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal is received by the GU prior to the deadline prescribed for submission of bids.

18.2 The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of procedure for submission of Bids. A withdrawal notice may also be sent by fax but must be followed by signed confirmation copy. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder.

19. BID OPENING AND EVALUATION

19.1 The technical Bid Part-I shall be opened in the presence of attending representatives of Bidder. The attending representative(s) of the Bidder may have to produce authorization letter from their competent authority, otherwise they will not be allowed to attend the Bid opening. Number of representative who is present shall sign a bid opening statement evidencing their attendance.

19.2 The Bidder's names, Bid withdrawals, and the presence or absence of the requisite Bid Security, and such other details as the GU at its discretion, may consider appropriate, will be announced, and recorded at the opening.

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Signature of Bidder

20 CLARIFICATION OF BIDS

- 20.1 GU, if necessary, will obtain clarification on the Bid by requesting for such information/clarifications from any or all Bidders, either in writing or through personal contact, as may be necessary, and the Bidders are advised to refrain from contacting by any means GU and / or their employees / representatives on their own, on matters related to Bids under consideration. Bidders will not be permitted to change the substance of Bids after opening of Bids.
- 20.2 Bidder shall submit all additional documents in one original copy.

21 EVALUATION OF BIDS

- 21.1 Prior to detailed evaluation of Bids, the GU will determine whether each bid (i) is accompanied by required Bid securities; (ii) is substantially responsive to the requirements of the bidding documents; and (iii) provides any clarifications and /or require pursuant to clause 19.0.
- 21.2 Evaluation of bidders for meeting their pre-qualification criteria, details furnished in requisite Performa shall only be taken into consideration.
- 21.3 Bidders must submit the Bid in line with bid stipulations without taking any deviation and submit proposal duly signed & stamped to this effect.
- 21.4 Bidders must ensure that complete bid along with all details as sought are submitted as per provisions of the bidding document.
- 21.5 GU reserves the right to use in-house information for assessment of capability of Bidder and their performance on last completed job.
- 21.6 The evaluation shall also take into account the concurrent commitments, deployment of Manpower and equipment proposed, the deviation retained and latest Performance of bidder.
- 21.7 **GENERAL & COMPLETE SCOPE OF WORK**

The scope of work has been defined in the CHEPTEr-4 of Bidding Document. Only those bidders who take complete responsibility for the work and have bid for the complete scope of work as contained in the bidding document shall be considered for evaluation.

22 OPENING OF PRICE BID

Priced /commercial part-II of only those bidders, whose bids are considered Technically acceptable shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening.

23 EVALUATION OF PRICE BIDS

23.1 In case of difference in Price indicated in figures and the Price indicated in words and in amount, the evaluation of prices shall be done as per provisions.

23.2 Any uncalled for lump sum / Percentage or adhoc reduction / increase in prices, offered by the bidders after opening of the prices, shall not be considered. However, if reduction is from the successful Bidder (L1), such reduction shall be taken into account for arriving at the contract value.

23.3 Alternative Bids will not be considered.

23.4 The bids will be evaluated based on the total amount quoted scheduled-B.

25.0 CONTACTING GUJARAT UNIVERSITY

Bidders are advised not to contact GU on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by a Bidder to influence GU in any of the decision in respect of Bid evaluation or AWARD OF CONTRACT will result in the rejection of Bid as well as forfeiture of the EMD.

26.0 OWNERS RIGHT TO ACCEPT OR REJECT ANY BID

26.1 GU reserves the right to reject the bid (s) on past performance, in case there is any adverse remark against the bidder (s).

26.2 GU reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders on the grounds or the reasons for the GU'S action.

26.3 GU also reserves the right to negotiate the quoted prices before award of work.

26.4 GU reserves the right to award complete/partial work

Registrar

Signature of Bidder

27.0 NOTIFICATION OF AWARD

27.1 GU will notify the successful Bidder in writing by Fax of Intent / Letter of acceptance that their bid has been accepted. The Letter of Acceptance will constitute the formation of a Contract until the Contract agreement has been signed.

28.0 Security Deposit

28.1 The CONTRACTOR shall have to pay /furnish the security deposit of about 5% of total tendered amount of yearly contract value within 15 days of issue of letter of intent by a performance bank guarantee of any nationalised/scheduled bank. As prescribed in **Performa No.5** and such guarantee shall be kept valid for a period of 18 months from the date of commencement of contract. All bank guarantees shall have a claim period of minimum 6 months from the date of expiry of validity.

28.2 GU shall have an unqualified option under this guarantee to invoke the bank guarantee and claim the amount there under in the event of the CONTRACTOR failing to honor any of commitments entered into under this contract and/or in respect of any amount due from the contractor.

28.3 The contractor shall have to pay/furnish the security deposit of about 2.5% of total tendered amount of yearly contract value within 15 days of issue of letter of intent by Demand draft of any nationalised /scheduled Bank in the name of Registrar Gujarat University payable at Ahmedabad

28.4 Security Deposit of about 2.5% of total monthly bill amount shall be deducted from each bill

28.5 Bank Guarantee shall be relieved within 30 Days of final completion of work.

28.6 Rest of the security deposit shall be relieved after 3 Month of final completion of work after settlement of all dues

28.7 No interest shall be paid on security deposit by GU

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Chapter: 3

BID QUALIFICATION CRITERIA

1 Technical Bid part- I / Techno- Commercial

1. The intending bidder should have at least 05 (Five) consecutive years of experience that is in FY 2011-12 TO 2015-16 in providing Gardening and Maintenance services to reputed Companies / Institutions / PSUs / Central / State Government Organizations / Universities
2. The bidder should have experience of successfully completed of similar works in the preceding five years in any of the above referred organizations as follows:-
 - (a) three similar contracts valuing not less than Rs. 16 **lakh per annum**; or
 - (b) two similar contracts valuing not less than Rs. 24 **lakh per annum**; or
 - (c) one similar contract valuing not less than Rs. 32 **lakh per annum**.
3. The bidder must have a minimum average annual turnover of Rs. **40 Lakhs (Rupees Fourty Lakh only)** in last 03 ending audited Financial years that is 2013-14 to 2015-16. In support of same, documentary proofs, in the form of Balance Sheet, Profit & Loss Account, Turnover certificate duly certified by a Chartered Accountant in Practice must be submitted along with the offer.
- 3-A The Bidder must have completed minimum three projects in Govt / Semi Govt./Institution/Universities of similar nature.
- 3-B The Bidder must have completed contract/ assignment in the field of landscape maintenance work with at least one client for a value of more than Rs.40 Lakhs Per year.
4. The bidder must have permanent EPF Account & Employees State Insurance Corporation [ESIC] Certificate in its Name, Documentary proof of Permanent EPF Account and ESIC/Workmen's Compensation Certificate must be submitted.
5. The bidder must have License by Labour Commissioner for contracting labour under Contract Labour Act (Certified copy to be attached).
6. Copy of Service tax Registration and copy of PAN card must be enclosed with bid document.
 - (a) Copy of Income tax Return for financial years FY 2015-16, FY 2014-15 & FY 2013-14 must be enclosed with bid document
 - (b) Certified Copy of solvency certificate of nationalised/scheduled Bank as per para-11.2 of chepter-2.
 - (c) Joint ventures/consortium is not allowed. Bidder has to meet Qualification Criteria on its Own.

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(d) Contractor must be a Sole Proprietor, Registered Partnership firm / Pvt. Ltd. Owner or Public Ltd. Owner. Copy of Certificate of Shops and Establishment, Registration/Incorporation needs to be submitted. Corporation [ESIC] Certificate in its name.

(e) The bidder must quote for total work, otherwise the tender will not be considered

(f) The bidder must not be financial defaulter or no police case is registered against him or his/her firm, notarised assurance certificate for the same is to be attached.

7. Should possess statutory requirement such as labour license, PF, Sales Tax, Service Tax, Shop and Establishment Registration Certificate and PAN card for their existing businesses.
 - 7.1 ISO 9001-2008 in providing Gardening and sanitary services is preferable.
 - 7.2 Information as per form-A and form-B is to be submitted.
 - 7.3 Bidder must submit the documentary proof in support of meeting the pre-qualification criteria. Simply undertaking by the bidder for any item of the criteria shall not suffice the purpose. All the documentary proof must be enclosed with technical bid.

Note: - Bidders not meeting any of the above-mentioned 'Evaluation Criteria' shall be rejected without assigning any reason.

FORM "A"Organizational Structure

1	Name of the Company/ Proprietor	
2	Address of the Company	
3	Telephone No.	
4	Cell No.	
5	Email ID	
6	Website Name	
7	Name of Contact Person	
8	Company Classification	Proprietor / Partnership / Pvt. Ltd.
9	Documentary evidence	Yes / No
10	Name and Address of Banker	
11	PAN Card No.	Yes / No (Reg. No.:)
12	Service Tax No.	Yes / No (Reg. No.:)
13	AMC (Gumasta Dhara) Registration	Yes / No (Reg. No.:)
14	Provident Fund Registration	Yes / No (Reg. No.:)
15	Labour licenses' No.	Yes / No (Reg. No.:)
16	ISO Registration.	Yes / No (Reg. No.:)
17	ESIC Registration	Yes / No (Reg. No.:)
18	Central / State Govt. Approved Contractor Registration	

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FORM "B"**FINANCIAL STATEMENT**

1	Name of Firm	
2	Attached audited Balance sheet & Profit loss statement of the Past 5 (five) years	Yes / No
3	Turn Over during last Five years certified by Chartered Accountant	
	2015 – 2016	<u>Turn over (in Rs.)</u>
	2014 – 2015	<u>Turn over (in Rs.)</u>
	2013 – 2014	<u>Turn over (in Rs.)</u>
	2012 – 2013	<u>Turn over (in Rs.)</u>
	2011 – 2012	<u>Turn over (in Rs.)</u>
4	Name of Client	Contract Amount / Year
5	Name of university/institution for which job is done	

Note: - Bidders not meeting any of the above-mentioned 'Evaluation Criteria' shall be rejected without assigning any reason.

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CHAPTER-4

GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)

SECTION - I DEFINITIONS AND INTERPRETATION

- 1.0 In this contract (as here-in –after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise require.
- 1.1 "**Affiliate**" as applied to Owner, its Co-venture's, Participants, Contractor , sub contractor shall mean in relation to any Owner, at any time, any other entity (a) in which such Owner directly or indirectly controls more than 50% (fifty percent) of the registered capital or rights to vote or (b) which directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote of such Owner; or (c) of which an entity as mentioned in (b) above, controls directly or indirectly more than fifty percent (50%) of the registered capital or the rights to vote and shall include a subsidiary or a holding Owner of any tier of the aforementioned.
- 1.2 "**Applicable law**" shall mean any Indian law, regulation, byelaw, rule, directive, ordinance, judicial or quasi-judicial decree, order or notification enacted, issued or modified by Indian Government Agency.
- 1.3 "**Approved and Approval**" shall mean approved or approval in writing by the Owner including subsequent written confirmation of previous verbal approval.
- 1.4 "**OWNER**" shall mean Gujarat University, having its Registered office at Gujarat University, Near L D Engineering Collage, Navrangpura, ahmedabad, Gujarat, India and includes its successors and assigns.
- 1.5 "**Owner Group**" shall mean the Owner, its affiliates their contractors, s and equipment vendors of any tier, its Co-ventures, their personnel, officers, directors, employees and agents but excluding Contractor Group;
- 1.6 "**In-charge**" shall mean the person nominated from time to time by the OWNER and shall include those who are expressly authorized by OWNER to act for and on its behalf for operation of this contract.
- 1.7 "**CONTRACTOR**" shall mean the person or the persons, firm or owner whose bid has been accepted by the OWNER and includes the CONTRACTOR's legal representatives, his successors and permitted assignees.

- 1.8 **“Contractor Group”** means Contractor, its affiliates, their contractors, s and equipment vendors of any tier, their personnel, officers, directors, employees and agents but excluding Owner Group;
- 1.9 **“Sub-CONTRACTOR”** shall mean any person or firm or owner (other than the contractor) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the Charge and includes the legal representatives, Successors and permitted assignees of such person, firm or owner.
- 1.10 **“Contract”** shall mean agreement or contract document shall mean the instructions to the bidders mentioned in the tender document, the preamble, these contract definitions, General Contract Conditions, Specifications, Scope of work, all the exhibits, attachments appendices, schedules etc hereto along with any amendments agreed and issued subsequently.
- 1.11 **“Contract Value”** shall mean the lump sum prices and/or rates of payment specified in the price schedule and as may be indicated in the LOA/LOI/ contract, which Owner shall compensate, Contractor for the actual work executed/ completed and certified by Owner’s Representative subject to any additions/deletions thereto which may be made through the application of relevant provisions of the Contract.
- 1.12 **“WORK”** or **“Service”** shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for the purpose of the CONTRACT as explained in Chapter 6 “Scope of Work”.
- 1.13 **“Working Day”** means any day which is not declared to be holiday or rest day by the OWNER.
- 1.14 **“Effective Date”** shall be the date of issue of Lol/ LoA/Work Order or as specified by Owner.
- 1.15 **“Gross negligence”** shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another.
- 1.16 **“Services”** shall mean the services to be provided by the Contractor under this Contract as more particularly described in Scope of Work, the LOA / WO along with this Contract and shall include such other services as may from time to time be agreed in writing between the Contractor and Owner.
- 1.17 **“Termination Date”** shall mean the time of day and date when the Term defined in contract hereof expires or when this Contract is terminated by owner, in accordance with its terms, whichever occurs first.

- 1.18 **“Willful Misconduct”** means Intentional disregard of Good Oilfield Practice or proper conduct under the Agreement with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

SECTION – ii

2.0 INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1 Notwithstanding the sub-division of the contract documents into separate sections and volumes every part of each Contract document shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 2.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 2.3 IN CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 2.4 All headings and marginal notes to the Articles of those General Conditions of Contract or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 2.5 Any work order (s) issued pursuant to this document shall be deemed to be an integral part of this contract and governed by the terms & conditions of this contract document unless specifically provided otherwise.
- 2.6 In case of any discrepancy with respect to interpretation of any of the clauses in this document, the interpretation of the Owner shall be final and binding.

3.0 TERM OF CONTRACT

- 3.1 This Contract shall be deemed to have come into effect and force and be binding on the Parties with effect from the Effective Date, and shall remain in effect and be valid till the expiry of **One (1)** year from the Date of work order (Primary Term)
- 3.2 The owner may, at its option and sole discretion, extend the Term of the Contract for a further period of 12 months after the expiry of the Primary Term, depending upon the performance of the Contractor, by giving the Contractor a written notice of 15 (fifteen) days prior to the expiry of the Primary Term of the Contract (**“Extended Term”**). Any such Extended Term shall be subject to the same terms and conditions of this Contract

and shall be at the same Rates and Price Schedules as set out in the Contract.

4.0 TIME FOR PERFORMANCE

- 4.1 The work covered under this CONTRACT shall be commenced within Ten (10) days after the receipt of the Notification for Acceptance of bid and be completed as per the time schedule indicated in the individual work order issued by the in charge from time to time during the validity of the rate contract.
- 4.2 CONTRACTOR will prepare a detailed monthly or weekly programme jointly with the IN- CHARGE within 15 days of receipt of Notification for Acceptance of Bid. The WORK shall be executed strictly as per the time schedule given in the CONTRACT DOCUMENT / work order(s) to the entire satisfaction of the IN-CHARGE.

5.0 DELAYS BY OWNER OR ITS AUTHORISED AGENTS

- 5.1 In case the CONTRACTOR'S performance is delayed due to any act or Commission on the part of the OWNER or his authorised agents, then the
- 5.2 CONTRACTOR shall without delay issue notice to - IN-CHARGE in writing of his request for an extension of time. OWNER shall on receipt of such notice grant the CONTRACTOR from time to time in writing, either prospectively or retrospectively such extension of time to the extent of the delay or impediment.
- 5.3 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted, except as provided in contract, where in the OWNER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed time schedule of completion.
- 5.4 In such an event the CONTRACTOR shall be obliged to arrange for working by CONTRACTOR'S personnel for additional time beyond stipulated working hours as also on Sundays and Holidays and achieve the completion date/interim targets.

6. Liens

Contractor shall immediately pay and discharge any lien, claim or encumbrance, of any nature, (or shall provide security for payment thereof) attributable to Contractor. Contractor shall indemnify and hold Owner harmless from and shall keep Owner's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Contractor. If Contractor fails to pay and discharge any such lien, claim or encumbrance, then Owner may do so and charge Contractor for all costs, with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may be deducted and set off against any monies owed to Contractor by Owner pursuant to the Contract. Owner shall have the right to retain out of any payment to be made to, or to be reimbursed to, Contractor, an

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amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

7 Force Majeure

The term "Force Majeure" means any of the following events or circumstances, or any combination of such events or circumstances, which are beyond the reasonable control of the affected party, which could not have been prevented by good industry practice or by the exercise of reasonable skill and care, and which, or any consequences of which, have a material adverse effect upon the performance of the affected party of its obligations under the agreement/PO/Contract. Events of force majeure shall be limited to war (whether declared or undeclared), Public enemy strike, hostilities, riots (otherwise than amongst Supplier's personnel), earthquake, landslides, lightening, hurricane, typhoon, cyclone, flood, or major storm, tidal wave, explosion, insurrection, invasions, blockades and civil disturbances or public disorder, sabotage or similar events beyond the control of the parties or either of them except to the extent excluded hereunder.

Force Majeure shall specifically not include occurrences as follows:

1. Late delivery of materials caused by congestion at Supplier's facilities or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
2. Late performance by Supplier caused by unavailability of labour, inefficiencies or similar occurrences.
3. Delays due to ordinary storm or inclement weather or Non-conformance by Supplier.
4. Financial distress of Supplier or any SUB-SUPPLIER.

No payments will be due for the period of Force Majeure. If the Force Majeure conditions continue for a period of 15 consecutive days, the owner shall have the right to terminate the contract with 2 days prior written notice to the Contractor.

8 - TERMINATION BY OWNER

- 8.1 Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Contractor shall be paid for the Work successfully completed and certified by Owner Representative. Save as specified elsewhere in the Contract, Owner shall have the right to terminate the Contract in the following circumstances:

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A. Termination for Non- Mobilization or Non-commencement of Work

If the Contractor fails to timely mobilize the Materials or Equipments or Personnel required to perform the work or having mobilized, fails to timely commence the work in accordance with the terms of the Contract, it would amount to material breach under the Contract and in such event, the Owner shall have right to terminate the Contract immediately upon expiry of such specified time, unless otherwise provided or agreed by the Owner.

Consequences of Termination:

Upon termination of Contract by Owner under this sub-clause A, the Contractor shall not be entitled to any payment whatsoever. The Contractor shall immediately refund any sum which the Owner might have paid in advance to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate the Owner for all losses, expenses etc. which the Owner shall sustain on account of such breach by the Contractor.

B. Termination for events specified below:

Occurrence of any of events as specified below shall be construed as Event of Default. The Owner shall inform the Contractor of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Contractor, upon receipt of such notice, fails to remedy such default with Seven (7) days, then the Owner shall have the right to terminate this contract forthwith. Event of default shall occur if the Contractor:

- a) Commences a voluntary proceeding, or an involuntary proceeding is commenced against the Contractor seeking liquidation, reorganization or other relief with respect to the Contract or its debts under any bankruptcy, insolvency or other similar laws now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Contractor for a substantial part of its property, or if the Contractor shall consent to any such relief or to the appointment of or taking possession by any such official in any such proceeding commenced by or against a Contractor; or
- b) Makes a general assignment for the benefit of its creditors; or
- c) Refuses or fails to supply enough properly skilled/unskilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule and the contract; or
- d) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or

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- e) Is in breach of Applicable Law; or
- f) Otherwise breaches the provisions of the contract or part thereof; or
- g) Suspends or abandons activities in the Work site; or Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if a receiver or manager on behalf of a creditor shall be appointed or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or
- h) Fails to provide uninterrupted services/perform work.

Consequences of Termination:

Upon termination of Contract by Owner under this sub-clause B, the Contractor shall be entitled to payment for the work successfully completed and certified by the Owner Representative till the date of Termination. Further, the Owner shall be entitled to take possession of the Work (excluding the equipment's) and finish the Work at the risk and cost of the Contractor by whatever method Owner deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate the Owner for all losses, expenses etc. additional expenses which the Owner shall sustain, to get the work executed, on account of such breach by the Contractor.

C. Termination in the event of Force Majeure

In the event that a condition of Force Majeure exists at the Site for a period of fifteen (15) consecutive days, Owner shall have the right to terminate this Contract by giving two (2) days advance notice to Contractor.

D. Termination for Convenience

Owner shall have a right to terminate the Contract in whole or in part, at any time with fifteen (15) days prior written notice thereof to the Contractor. Upon any such termination the Contractor irrevocably agrees to waive any and all claims for damages, compensations, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, Owner shall pay the Contractor in accordance with Price Schedule mentioned in the Contract.

E. Termination for non-performance or non-satisfactory performance of the Work

The Contractor shall perform the work in accordance with the terms and conditions of the Contract. If the Contractor does not perform the Work or any part thereof or its performance is non-satisfactory, then Owner shall issue a notice (“**Remedy Notice**”) to the Contractor to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. The Owner may ask the Contractor to re-perform any of such services, at sole risk and cost of Contractor. In the event, the Contractor fails to remedy such default within the specified period or the performance of the Contractor is non satisfactory repeatedly; the Owner shall have a right to terminate the Contract immediately without any further notice.

8.2 Upon receipt of Notice of Termination, the Contractor shall, unless a notice directs otherwise:

- a) Immediately discontinue the work on that date and to the extent specified in the notice;
- b) Place no further orders or agreements for materials, equipment, services or facilities except as may be necessary for the completion of such portion of the work which is directed to be continued;
- c) Promptly make every reasonable effort to procure cancellation upon terms satisfactory to Owner all orders and sub-contracts to the extent they relate to the performance of the discontinued portion of work; and
- d) Do only such work as may be necessary to preserve and protect Work already in progress and protect materials, facilities and equipment on the work site or in transit thereto.

9 VARIATIONS / Amendments

Owner may after mutual agreement, at any time before the Services are completed, instruct Contractor to alter, amend, omit, add to or otherwise vary any part of the Services by issuing a variation to Contract or Amendment order in writing. applicable rates, the amount shall be an amount which is in all the circumstances reasonable, technically derived and as agreed upon by both parties. No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party hereto.

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10 ENTIRE AGREEMENT/ WAIVERS

- 10.1 This Contract sets forth the entire agreement between Owner and Contractor which shall supersede all previous communication/ agreements either oral or written. No terms, conditions, understandings or agreements purporting to modify or vary the terms of the Contract (whether written or oral) of the parties made prior to the date of this Contract shall apply except where Owner and Contractor have expressly varied the same in writing under the terms of this Contract
- 10.2 None of the provisions of this Contract shall be considered waived by Owner unless Owner gives such waiver in writing. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of this Contract unless expressly set forth in such waiver.

11.0 CONTRACTOR'S OFFICE AT SITE

The CONTRACTOR shall inform OWNER the address of his representative(s) with whom interaction/ communication shall be made during execution of work.

12.0 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- 12.1 The CONTRACTOR shall depute qualified Gardening personnel having sufficient experience in carrying out work of similar nature, to whom the equipment's, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide sufficient and qualified staff to the in-charge for the execution of the WORKS, including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the - IN-CHARGE additional qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof.
- 12.2 If and whenever in the opinion of - IN-CHARGE, any of the CONTRACTOR'S employees are guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the OWNER or the - IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, if so directed by the - IN- CHARGE, shall at remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the - IN-CHARGE. Any person so removed from the WORKS shall be immediately replaced at the expense of the CONTRACTOR by a qualified and competent substitute.

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- 12.3 The CONTRACTOR shall be responsible and liable for the proper behavior of all his staff (including the sub-contractors and their staff) and shall be bound to prevent any of its employees from trespassing or acting in any way detrimental to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible and liable therefore and relieve the OWNER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the - IN- CHARGE upon any such matter shall be final.
- 12.4 The CONTRACTOR'S personnel entering upon the OWNER'S premises shall be properly identified by badges which must be worn at all times on OWNER'S premises.
- 12.5 The Contractor shall not sublate any of the work to any sub-contractor. That is sub-contract is not allowed.

13 INDEMNITY AND LIABILITIES

13.1 CONTRACTOR PERSONNEL AND PROPERTY

Contractor shall be responsible at all times, including time in storage, in transit, or at Owner's site location, for damage to or destruction of material, Equipment and any other property of Contractor or any of its and their respective employees or agents, except to the extent such loss, damage or destruction is caused by or contributed to solely by the negligence of Owner, or Owner's other contractors, and Contractor shall indemnify and keep indemnified Owner Group or Owner's other contractors, harmless from any and all Claims arising out of or in connection with the Contract or other obligations hereunder directly or indirectly associated herewith and/or arising from Claims, liabilities, costs, damages and expenses of every kind and nature relating to such loss or damage, including any Claims relating to:

- i. Personal injury, illness or death of any of Contractor's Personnel or Owner Group's personnel (except to the extent directly caused by the acts, omissions or Gross negligence or Willful misconduct of Owner Group);
- ii. Loss or damage to Contractor's Personnel or Owner Group's property (except to the extent directly caused by the acts, omissions, gross negligence or willful misconduct of Owner Group).

13.2 OWNER PERSONNEL AND PROPERTY

Owner shall indemnify and keep indemnified Contractor Group from all Claims arising out of or in connection with the Contract or other obligations hereunder directly or indirectly associated herewith and/or arising directly from:

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- i. *Personal injury, illness or death of any of Owner Group's personnel (except to the extent directly caused by the acts, omissions, gross negligence or wilful misconduct of Contractor Group);*
- ii. *Any loss or damage to Owner Group's property (except to the extent directly caused by the acts, omissions, gross negligence or wilful misconduct of Contractor Group).*

13.3 THIRD PARTIES

A. Contractor shall defend, indemnify and hold Owner Group harmless from and against any and all Claims in respect of:

- (i) personal injury, illness or death of a third party; and/or
- (ii) loss of or damage to any facilities, tools, equipment and/or personal belongings of a third party;

arising in connection with the Contract to the extent caused by the acts, omissions, negligence and/or breach of the Contract or Applicable Laws by the Contractor Group.

B. Owner shall defend, indemnify and hold Contractor Group harmless from and against any and all Claims in respect of:

- (i) personal injury, illness or death of a third party; and/or
- (ii) loss of or damage to any facilities, tools, equipment and/or personal belongings of a third party;

arising in connection with the Contract to the extent caused by the acts, omissions, negligence and/or breach of Contract or Applicable Laws by the Owner Group.

13.4 POLLUTION AND ENVIRONMENTAL DAMAGE

- (a) Contractor undertakes that substances or rubbish in any form originating in the course of performance of services shall not be dumped or discharged at, or around the GU premise- Building/ campus. However, in the event of such dumping or discharge by Contractor, Contractor shall immediately assume all responsibility for the cost of removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination and shall take necessary and adequate steps

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to prevent environmental damage and, where some adverse impact on the environment is unavoidable, to minimize such damage to extent possible and consequential effects thereof to the property and people, and shall indemnify the Owner Group for any Claims arising on account thereof.

- (b) If Owner has reasons to believe that any Work by the Contractor or any operations conducted by the Contractor are endangering or may endanger persons, or are causing avoidable pollution, or are harming fauna and flora or the environment, Owner shall be entitled to, as may be determined by Owner pursuant to Applicable Law, require the Contractor to discontinue operation/ Works in whole or in part without any cost to Owner until the Contractor has taken such action to rectify its action to avoid the above events.
- (c) According to “The Prohibition of Employment as manual scavengers & their rehabilitation act-2013” Cleanliness of any chamber, inspection chamber, Man Hall, septic Tank and soak pit are manually not allowed. It will be clean by machinery and no person shall be allowed to enter into any of above. By all means any responsible arising due to this contractor will be held fully responsible and he will also liable for any consequences arising due to his negligent act.
- (d) Contractor, his supervisors, workers shall inform to the estate department by his written statement if any of the chamber, man hall etc. is found without proper lid (cover) so that proper action can be taken at the earliest.

13.5 STRICT LIABILITY

Notwithstanding anything contained in the Contract, the Contractor shall indemnify and keep indemnified the Owner Group from all Claims arising out of or in the course of, caused by the execution of Work under the Contract or other obligations hereunder directly or indirectly associated herewith due to one or more of the following:

- i)* Breach of Applicable Law by the Contractor.
- ii)* Gross negligence or wilful misconduct by the Contractor.
- iii)* Breach/ infringement by Contractor of any intellectual property right;
- iv)* Failure by Contractor to perform the Work in accordance with the Contract, determinations, instructions and clarifications of Owner pending disagreement, dispute, protest, request for arbitration/ court proceedings;
- v)* Breach of any confidentiality obligations by Contractor.

13.6 CONSEQUENTIAL LOSS

Notwithstanding anything to the contrary but subject to clause 23.4, neither Party shall be liable to the other for any indirect or consequential loss or damage including any loss of production, loss of revenue, loss of use, loss of profit or anticipated profits, loss of business opportunity or loss or damage of any other kind suffered by such Party or its group and each Party shall indemnify, defend and hold the other Party harmless in this regard.

14. COMPLIANCE WITH LAWS, REGULATIONS AND ORDERS

Without prejudice to Clause 11, Contractor shall comply and ensure that its, agents, personnel, employees, representatives etc comply with all applicable laws, including decrees, rules and regulations of any Government or any authorized agencies of any Government in the country of operations (including India) including but not limited to those related to security matters (naval clearances, ministry of defence clearances, etc) and all other applicable laws, decrees, rules and regulations and shall indemnify Owner for any fine, penalty or liability and for any costs related thereto arising out of any failure by Contractor or its s to observe any such law, decree, rule or regulation.

Contractor shall defend, indemnify, and hold Owner its parents, subsidiaries and affiliated companies and its Participants and its and their officers, directors, employees and agents harmless from and against any claim or penalty incurred in the event of non-compliance with the provisions of this Clause.

15. CONFIDENTIALITY

- 15.1 All information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party, including the Receiving Party's directors, officers, employees, affiliates, or its expressly authorized representatives or agents are strictly confidential and shall not be divulged by receiving party to any third party during the term of this contract or thereafter for a period of five (5) years without Disclosing Party's prior written consent. For avoidance of doubt, "Confidential Information" shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other

intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

- a) is now or subsequently becomes publicly known or available without breach of this Contract;
- b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party not through this Contract.
- c) is required to be disclosed under any Applicable Law (subject however to the disclosing party providing reasonable notice of the same to the other party, prior to making any such disclosure).

15.2 Further Contractor shall obtain written approval from Owner prior to making any publicity release or announcement regarding the work or Contractor's activities related to its participation in the work. If so requested by Owner, Contractor further agrees to require its employees and its suppliers and their employees to execute an appropriate nondisclosure agreement prior to performing any work under this Contract. The Contractor shall hold the information confidential and shall not divulge or disclose the information, or make the information available to any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. Save as expressly provided hereunder, nothing contained herein shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Owner. The Contractors and Sub Contractors shall use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential Information and comply with the terms stated herein. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may be appropriate remedies.

16. INVOICING AND PAYMENT

16.1 Contractor shall invoice Owner for payments hereunder at the beginning of each calendar month for the Work performed / executed during the previous month and /or on Completion of Services., Owner shall make payment, of the correct/ undisputed/Certified invoice supported with log sheet/inventory report which is jointly signed by Owner representative along with the Contractor representative, within Thirty (30) working days period after receipt of invoice unless the Owner disputes the invoice or a part thereof. Prices

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negotiated and finalized shall be firm and binding for the agreed Contract period including any extensions thereof. No interest shall be payable on delayed payments by the Owner.

16.2 Invoices shall be itemized with a full break down of the Service performed and shall be complete with all back-up details, documentation, information, receipts, etc. and shall set forth the facts relating to all activities and transactions handled for Owner's account and shall be verified and signed by an authorized signatory designated by the Contractor to show the basis for Contractor's application of the Contract payments and the resultant value of the invoice. Contractor will have to submit the certificate of satisfactory work completion as per scope for each building from the concern HOD with certified copy of monthly statement of presence

16.3 The self-declaration/undertaking for following should be submitted to The Registrar, Gujarat University, Ahmedabad at the beginning of each month for the payments made against the previous month provided the Contractor will indemnify the Owner at all times for the damages caused or losses incurred by the owner due to non-compliance with the existing laws and regulations by the Contractor. The invoice should be submitted to GU only after having submitted the following documents, if applicable, to GU

16.4 Provident Fund Act:

-No dues of Payment of PF Contribution from the Employer & Employees in respect of Contractor working for Block under Contract along with monthly Returns and remittance particulars of Chalans and Statement of workmen.

ESI Act:

-No dues of Payment of ESI Contribution from the Employer & Employees in respect of Contractor working for Offshore Block under Contract along with their Half-yearly Returns and remittance particulars of Challans and Statement of workmen.

As per the Labour enactments:

-No Dues to the Employees who have resigned or whose services are terminated, engaged by the contractors regarding payment of Wages, service compensation, Bonus, Gratuity, Unveiled Leave salary, Notice pay & etc.

16.5 The settlement of any invoices shall not be deemed acceptance of the Services or any part thereof and shall not prejudice the right of Owner to question the propriety of any such charge at any time thereafter. A written

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response to Owner's claim for omission corrections or errors in charges and credits for Owner's account shall be made by Contractor as soon as practicable and in no event later than sixty (60) days from the date of such claims.

16.6 Contractor shall support all invoices with any data and/or information reasonably requested by Owner. Contractor agrees to retain all applicable documentation and records for a period of not less than three (3) years from the end of the calendar year in which this Contract terminates. Owner or any party nominated by Owner shall be entitled to audit and examine all documents and/or records necessary to verify the correctness of charges contained in any invoice. The payment of an invoice shall not preclude Owner's right to audit any charge during said three-year period. Any discrepancies found in such audit shall be paid or reimbursed forthwith. Owner shall have the right to reproduce any such documents which have been inspected.

16.7 Invoices shall be endorsed with the Contract number and title and shall be submitted in tri-plicate with one original and two Copies (clearly marked "Original" or "Copy") once in each month and shall be forwarded to:

The Registrar,
Gujarat University
Gujarat University Tower Building,
Near L D Engineering College,
Navrangpura, Ahmedabad – 380 009, Gujarat, India

16.8 All payments to the Contractor under this Contract shall be made by RTGS in Indian Rupees after deduction of government dues like TDS. The currency of price schedule shall not be changed unless agreed otherwise

16.9 (i) CONTRACTOR warrants that it has obtained all necessary information relating to Scope of the Work, whether such information was supplied in whole or part by GU.

(ii) CONTRACTOR warrants that it has made adequate provision in the lump sum fees/ prices, unit rates and day/ monthly rates for meeting all the terms, conditions and obligations arising under this Contract including but not limited to the Third Party Inspections charges.

(iii) CONTRACTOR shall not vary the lump sum fees/ prices, unit rates and day/ monthly rates or any part thereof or the Contract Schedule or any date therein for the duration of the Contract or Thirty Six (36) Months whichever is later, or shall not recover additional payment on the grounds of anything which a prudent CONTRACTOR could have discovered or anticipated.

17. Audit

The Owner and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Contractor's and its agents' documents of whatsoever nature relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, contracts, representations before statutory authorities, tribunals, courts and any other records. The Contractor will preserve and will cause its and agents to preserve all such records for a period of three (3) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to Owner and its representatives. The Contractor shall provide photocopies of any documents within a reasonable period whenever demanded by the Owner, Audits referred in this Clause will be made during Contractor's normal working hours. Any payment made by the Owner shall not imply acceptance of liability on the part of the Owner. Owner shall have the right to notify Contractor of any matters arising in an audit which may necessitate making an adjustment; and such adjustment, whether by reimbursement to Owner or otherwise, shall then promptly be made. Owner shall also have the right to obtain assistance and statements from any of Contractor's Personnel to the extent it deems necessary, and Contractor and its s shall make such personnel available at their assigned locations if still under employment with Contractor or its s.

18. RIGHT OF ENTRY

- i) Fails to carry out the works in conformity with the CONTRACT documents, or fails to carry out the works in accordance with the time schedule, or
- iii) Substantially suspends works without authority from the In Charge, or
- iv) fails to carry out and execute the works to the satisfaction of the In-Charge, or
- v) fail to supply sufficient or suitable manpower, materials or things, or commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the - IN- CHARGE requiring such breach to be remedied, or
- vi) if the CONTRACTOR shall have abandoned the works or
- vii) if the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into

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- liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.
- viii) If the CONTRACTOR does not commence the work in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the - IN- CHARGE.

In the event of occurrence of any of the things stated hereinabove, Contractor shall be said to be breach of the terms of the contract and owner shall have right against the contractor as per the terms of the contract as well as under the applicable laws.

19. NOTICE

TO THE CONTRACTOR

Any notice hereunder may be served on the CONTRACTOR or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice would be conclusive of the CONTRACTOR having been duly informed of all contents therein. To the owner Any notice to be given to the OWNER under terms of the CONTRACT shall be served by sending the same by Registered mail at the registered office.

20 LIQUIDATED DAMAGES

If Contractor for any reason other than Force Majeure, fails to timely mobilise any of the Equipment (fit for purpose), consumables and / or Contractor's Personnel / manpower at / location/ Site as per the time schedule mentioned in the Contract or any other date notified by the Owner or fails to timely commence, continue or perform the Work in accordance with the terms of this Contract or if the Contractor repudiates the Contract before completion of the Works in accordance with the Contract or otherwise commits the breach of any of the provisions of the Contract, the Owner may without prejudice to any other right or remedy available to the Owner, shall have a right to seek payment from the Contractor and the Contractor shall pay to Owner, as ascertained and agreed liquidated damages, and not by way of penalty, One percent (1%) total yearly Contract Value for each week or part thereof of such late commencement of the Work or breach of any terms and conditions, breach of tender clause or scope of work or each interruption of Work up to a maximum of Ten percent (10%) of total yearly Contract Value. The payment of liquidated damages pursuant to this section shall not affect the rights of Owner as per Contract or Applicable laws including the following rights to:

1. Terminate the Contractor or a portion or part of the Work thereof at any time during the Term of the Contract and/or,
2. Recover damages resulting from Contractor's breach of any of the provisions hereof and/or,
3. Get the Work done by any other contractor at the risk and cost of the Contractor and/or,

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4. Invoke Performance Bank Guarantee or any other security provided by the Contractor and/or,
5. Recover actual and/ or amount payable by the Owner to its contractors or third party for the services relating to the Work.
6. According to schedule-B /Financial Bid, Bidder has to quote his rates. Garden wisenumbers of workers and supervisors are to be kept on each garden as per annex-A. Monthly average presence considering 8 hours working duty is also show in the annexure-A. Contractor shall maintain presence register separately on each premise duly signed by the concern HOD or His representative. GU will provide the facility to use the Bio- Metrics Machine for the attendance. Sweepers/ Workers/ Supervisors of the respective building group shall have to make their attendance in the Bio-Metric Machine. Details of presence at the end of month shall be submitted dully certified by HOD with the bill. Total Number of presence lesser then the monthly average requirement is liable to be deducted from the bill. The rate of deduction for worker is Rs.450 Per Day per 8 Hours Duty. And for the supervisor it will be Rs 485. per day per 8 hours duty.

By way of abundant caution, it is clarified that in addition to recovering liquidated damages, Owner may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.

- 20.1 For carting and disposal of debris-garbage if proper timely disposal is not done by contractor then GU will carry out the same by any other contractor and liquidated damages at the rate of 1.5 times of actual cost for disposal shall be recovered. The liquidated damages shall be deducted from the monthly invoices raised by the Contractor. The Contractor acknowledges that the payment of liquidated damages under this sub-clause shall not relieve the Contractor to perform the Work in accordance with the provisions of the Contract and the Contractor shall however be liable for other breaches / defaults committed by it under the Contract.
- 20.2 Owner may without prejudice to its right to effect recovery by any other method, deduct and withhold the amount of liquidated damages from any money belonging to the Contractor in its hands (which includes Owner's right to claim such amount against Contractor's Performance Bank Guarantee) or which may become due to the Contractor. Any such recovery of liquidated damages shall not relieve the Contractor from any of its obligations/ liabilities under the Contract.
- 20.3 The Parties agree that the liquidated damages indicated hereinabove are genuine pre-estimate of the minimum loss/ damage which Owner will suffer on account of delay/ breach on the part of the Contractor and the said amount shall be payable without any requirement of proof of the actual loss or damage caused by such delay/ breach.
- 20.4 The Parties agree that if the actual loss sustained by the Owner is more than the amount of liquidated damages, then Contractor shall be liable to pay and make good the actual loss sustained by the Owner. In the event of any difference(s) between the Parties, the decision of Owner shall be final and binding.
- 20.5 Where Owner is required to wait for any reason for a Contractor's consumables/ materials and Contractor's Personnel which are not made available as per the schedule, Contractor shall be liable to pay to the Owner, 10% (ten per cent)

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administrative cost in addition to all losses and expenditures incurred by Owner or Owner Groups due to non availability of such manpower, a sum until such time said Personnel /Equipment is made available to Owner.

20.6 By way of abundant caution it is clarified that during this period of delay, Contractor will not be eligible for any payment, whatsoever.

21. RESOLUTION OF DISPUTES (ARBITRATION)

- 21.1 All disputes, controversies, or claims between the parties which cannot be mutually resolved within a period of 30 (Thirty) days shall be referred for arbitration within 30 days from dispute being raised by one party and communicated to another party in accordance with the provisions of Arbitration and conciliation act 1996. The arbitration proceeding shall be in English language and the venue shall be at Ahmedabad, Gujarat India.
- 21.2 Arbitration shall be conducted by the Vice Chancellor of the Gujarat University. The decision of arbitrator shall be final and binding all both parties.
- 21.3 English language shall be used in the arbitral proceedings. Unless otherwise agreed in writing, each party shall equally bear the cost of arbitration.
- 21.4 It is also a term of the Contract that the Contractor shall not stop the Work under this Contract and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of Owner in accordance with the terms and conditions of this Contract. Notwithstanding anything contained herein if the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Contractor is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the Contract.
- 21.5 The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.
- 21.6 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.
- 21.7 Subject to this Article 24, the Parties agree to submit to the exclusive jurisdiction of the Courts at Gandhinagar/ Ahmedabad, as the case may be.
- 21.8 During the pendency of the arbitration, obligations of both the parties under the contract agreement shall be in force.

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22. APPLICABLE LAW

All questions, disputes or differences arising under, out of or in connection with this Contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and parties hereby agree to submit to the jurisdiction of the Courts in Gandhinagar / Ahmedabad, India.

23. DEDUCTION

OWNER shall make tax deductions from Contractor's bill as required by rules and regulations in force from time to time including income tax TDS, TDS on WCT etc. A certificate of such deductions shall be provided as per rules governing such deductions. In case of any dispute on interpretation of services/ scope under different clauses by owner & contractor, decision of owner would be considered final.

24 EXECUTION OF WORK

24.1 The CONTRACTOR shall be responsible for ensuring that works are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS, SCOPE OF WORK AND TIME SCHEDULE and to the entire satisfaction of the -IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution of WORK. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the OWNER shall have no liability whatsoever on this account.

24.2 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the -IN-CHARGE. The written instruction regarding any particular job will normally be issued by the ENGINEER-IN-CHARGE or his authorized representative

24.3 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The OWNER will not entertain any claim for idle time payment whatsoever

24.4 Contractor shall follow the approved vendor list of material to be used for cleaning as per the attached list by Gujarat university

25.0 WARRANTIES AND REMEDIES

25.1 Contractor represents and warrants that: (i) it has sufficient experience in performing the Services; (ii) it has adequate resources, service capability and personnel for performance of the Works in accordance with Industry Practices and Applicable Laws; (ii) it shall perform the Work in accordance with this

Contract and shall comply with and adhere to Applicable Laws, and Owner's instructions and directives on any matter concerning the Work.

- 25.2 Contractor covenants that it shall comply with, and shall ensure that the Contractor's Personnel comply with all Applicable Laws, Good Industry Practices, and Indian codes, rules, regulations and Specifications applicable to the Services.
- 25.3 If in the performance of the Services, the Contractor fails to comply with the Warranties and undertakings set forth in this clause or elsewhere in this Contract, Contractor shall, as directed by the Owner, at Contractor's cost and without prejudice to any other right or remedy of Owner under this Contract within a time as may be specified by Owner, re-perform the Services or correct such failure or furnish an alternative acceptable to Owner in order to comply fully with the requirements of the Contract. Defects shall not be deemed to be waived by Owner's failure to notify Contractor upon receipt of Services or by payment of invoiced amounts.
- 25.4 Contractor shall use all reasonable care to ensure, at Contractor's sole risk and cost, that the Contractor's Personnel are competent, experienced, and skilled to perform the Works. The Contractor shall be responsible for all acts and omissions of Contractor's Personnel, and the Owner shall have no responsibilities or liability whatsoever in this regard. Contractor shall ensure that sufficient number of Contractor's Personnel are available at the Site at all times for commencement and execution of the Works during the Term of the Contract. Contractor shall be solely responsible throughout the period of this Contract for fulfilling the requirements of Contractor's Personnel, including but not limited to, making available accommodation, transportation, meals, medical attention, necessary permits/licenses as per Applicable Laws, vacations and time-off allowance, travel and any other benefits due to such Contractor's Personnel whether required under any Applicable Laws, contract or otherwise.
- 25.3 Contractor shall take all necessary and / or proper measures to protect Contractor's Personnel, Site and the facilities as well as observe all safety rules and regulations of the Owner, given to Contractor in writing provided such rules do not conflict with any Applicable Laws applicable to the Works. No smoking or open flames shall be permitted at the Site and nearby areas, except in the areas marked by Contractor and approved in writing by Owner. Contractor shall use all reasonable means to prevent and control fires.
- 25.4 Contractor shall have no authority to take any action on behalf of Owner in the performance of the Works or rendition of Services or the conduct of operations hereunder which would subject either party to liability or penalty under any Applicable Laws, and if it does so, the Contractor shall indemnify the Owner for all Claims, losses, costs and expenses (including attorney or legal fee if incurred by Owner).
- 25.5 Contractor shall have no authority to make any statements, representations or commitments of any kind or to take any action on behalf of the Owner, except

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as expressly provided under this Contract or otherwise authorized in writing by Owner.

25.6 Contractor's Personnel

- i. The Contractor shall make its own arrangements for the engagement of all Contractor's Personnel;
- ii. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel deployed for the Works at the Site and for the preservation of peace and the protection of persons and property on the Site and nearby areas.

The Contractor shall ensure the provisions relating to Contractor's Personnel are also complied by him.

26.0 SCHEDULE-B/ FINANCIAL BID OF RATES TO COVER GARDENING EQUIPMENTS, MATERIALS, CONSUMABLES, LABOUR & MACHINERY ETC.

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all GARDENING equipment, MATERIALS, LABOUR AND CONSUMABLES including machinery like tractor, trolley, loader, pawrha tractor to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule-B of Rates and the execution of the WORK or any portion thereof finished complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

27.0 LABOUR LICENSE

Before starting of work, CONTRACTOR shall obtain an appropriate license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970 and furnish copy of the same to OWNER. CONTRACTOR shall also be responsible and liable for his validity and for complying with provisions of all applicable Acts, Rules and Regulations in force at site of works in this regard. Contractor shall indemnify the Owner at all times for any and all losses, damages, costs arising directly or indirectly from or incurred by reason of non-compliance of existing laws including but not limited to the above mentioned laws.

28.0 GOVERNMENT OF GUJARAT NOT LIABLE

It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on his own

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behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of Gujarat is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely in his own behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of Gujarat. It is further understood and agreed that the Government of Gujarat is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of Gujarat arising out of this contract and covenants not to sue to Government of Gujarat as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

CHAPTER-5

SCOPE OF WORK/ CONTRACT

1.0 Scope of Work

1.1 Area of work

All open and covered garden/ landscape area within the boundary of the Gujarat University Campus, Near L.D. Engineering College, Navrangpura, Ahmedabad will be in the scope of Gardening & Maintenance services to be provided by the contractor.\

2.0 MONTHLY LANDSCAPE MAINTENANCE SCHEDULE

<u>Sr.</u>	<u>Details</u>	<u>Season</u>	<u>Lawn / Grass</u>	<u>Shrubs / Hedge</u>	<u>Tree / Palm</u>
<u>1</u>	Cleaning	All Season	Daily Routine	Daily Routine	-----
<u>2</u>	Mowing / Trimming / Pruning	Winter/Summer/ Monsoon	As per requirement	At 10 Days interval	-----
<u>3</u>	Watering	All Season	Daily Routine	At 2 Days an interval	At 5 Days an interval
<u>4</u>	Aeration/ spraying of pesticides	All season	As per requirement	As per requirement	As per requirement
<u>5</u>	Fertilizing	All season	Six time in a year	Three times in a year	<u>Twice in a year</u>
<u>6</u>	Top Dressing	All season	As per requirement	Four times in year	Trimming as per requirement

3.0 General Instructions

Covered Trolleys should be used for transportation. Before final disposal/treatment, waste should be kept in specified location and in specific liners and containers.

3.1 General Requirements and Documentation to be maintained by the Contractor

- Organizational structure and line of authority
- Gardening& Maintenance manual and all SOP (Standard Operating Procedures)
- List of equipment used
- Description for each category of Gardening& Maintenance
- Maintaining records / details of:

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- a) Complaint Book
- b) Duty Roster / Deployment Sheet of Gardening & Maintenance Staff
- c) Register for providing staff for shifting work
- d) Logs and checklists

• Girls Hostel should be attended by female staff only.

4.0 Landscaping / Gardening Scope of Work

- 1) Contractor has to keep Gardner/ Supervisor for gardens as per annex-A chapter-7 with all necessary equipments. All the gardens in open plot or within the building are to be maintain.
- 2) Routine work like garden cleaning, watering trimming and cutting of plants, lawn cutting etc. has to be done.
- 3) In all the Garden area, grass, unwanted jungli plants / weeds etc should be removed with proper equipments on regular interval and to be carted and dumped at a proper place (dumping site)
- 4) Anti-termite treatment, necessary fertilization should be done on regular interval as per requirement with due care. Cost of material is to be borne by the contractor.
- 5) Trees of gardens must be trimmed as per requirement.
- 6) Garden waste and debris should be collected at one place and disposed off with use of tractor, trolley etc. immediately at dumping site.
- 7) Contractor should appoint supervisors and he shall remain in daily contact with Estate Department Officer and must give suitable solutions of all complains.
- 8) Contractor should make green paint and whitewash all the trees of garden on regular interval. All the bricks walls are to be green painted and other boundary wall should be white washed at regular interval. NO extra charges will be paid for said work.
- 9) At garden places where lawn is already damaged or removed Supply of Dhara (Lawn) shall be done by estate department. For all existing lawn and plants maintenance responsibility shall be of contractor. seasonal seeds, plants shall be provided by Estate Department, labour work and fertilizing shall be done by contractor.
- 10) Electrical lawn mowers shall be provided by contractor. Cost of maintenance and supply wire shall be borne by contractor including should be provided for lawn cutting and its repairing cost and wire cost will be on contractor.
- 11) Any damages done due to irresponsible workmanship of contractor's staff, the same shall be recovered from contractor's bill.
- 12) All material machinery etc. shall be kept in safe custody of Contractor. GU will not responsible for any theft or damage or accidental cases in any manner.
- 13) GU reserves the right to remove any of the staff appointed by contractor if found necessary. Contractor has to replace those persons immediately.
- 14) Any person BELOW 18 YEARS are Strictly NOT ALLOWED.

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5.0 Requirement of Garden Tools for Maintenance works

Contractor has to provide/keep following tools and machinery for up keeping/ maintenance of work at his own cost

<u>Sr</u>	<u>Name of Tools</u>	<u>Qty.</u>
	Electric Lawn mowers	3
2	Hand lawn mowers	2
3	Diesel Grass Trimmer	1
4	Telescopic Tree Trimmer	1
5	Hedge Scissors	15
6	Khurapis	40
7	Pavada	12
8	Kudalis	8
9	Tagara	15
10	Pedal Rickshaw	2
11	Garden Hose Pipe (30 Mt.)	35 Bundles
12	Datarada	10
13	Dhariya	8
14	Rope	4
15	Sweeping for Zadu	30
16	Sprayer	2
17	Sprinklers	35
18	Dustbins	15
19	Tractor with trolley	02
And other tools necessary for Horticulture works		

Note: Tractors, trolley shall be supplied by the contractor at his own cost and it must be RTO approved & registered.

6.0 Safety:

- Contractor shall provide all safety appliances like safety belts, safety shoes, Helmets, Goggles, ear muffs, Hand Gloves, uniforms, rain wears etc. to the contractor's personnel working on site.

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7.0 TRANSPORT

- 1 The contractor will make his own arrangement for the movements of staff, material to carry out purchase, conveyance, repairs and maintenance including convenience of dry and wet garbage to dump the same at a suitable place as directed by the university engineer.

8.0 STAFF

1. An experienced, competent and qualified unit supervisor, who shall be responsible and answerable for day to day activities, should head the team.
2. Qualified and Trained gardeners and labour workers for day-to-day gardening work shall be kept on site.
3. The contractor shall provide a team of adequate number of personnel. In addition, the Contractor shall be entitled to appoint supervisor's to supervise the SERVICES under this agreement. as per annexure-A chapter -7
4. Minimum monthly average manpower requirement shall be as per annex-A (Contractor may be required to deploy additional manpower in case of requirement to cope-up the task and scope of work)
5. Building / campus wise presence register shall be maintained by the contractor with name of person, in coming out going time, signature of the employee and signature of the concerned HOD/ Authority. Copy of monthly presence registers and satisfactory work done certificate shall be submitted along with monthly bill.
6. The contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers whose credentials have been thoroughly verified, including character and police verification and other formalities and copy of the same shall be submitted to the concerned office/location. Full time (8 Hours working duty) gardener shall be employed as per Annex-A.
7. Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be

Registrar

Signature of Bidder

countersigned by the GU officer-in-charge at regular intervals and finally at the end of each month.

8. The staff deployed shall be trained in Gardening Services, bear good conduct and shall be physically fit and legally eligible for the job. Health check-up of the staff shall be carried out by the contractor on yearly basis & copy of health check-up certificate shall be handed over to local location head.
9. The Contractor shall provide summer and winter uniforms, shoe, etc. to his staff engaged for the above services at his own cost and expenses and all the staff will wear the same in clean condition while on duty.
10. The Contractor shall provide a team of adequate number of personnel. In addition, the Contractor shall be entitled to appoint a supervisor to supervise the SERVICES under this agreement.

9.0 EQUIPMENTS/CONSUMABLES:

1. Equipments / Gadgets required for Gardening and maintaining of the premises shall be in the scope of contractor and shall also be responsible and liable for the maintenance and replacement of the equipment.
2. Contractor shall provide all required consumables and associated materials as required to carry out the job. All consumables are in the scope of contractor.
3. Contractor to ensure availability at his own cost, sufficient quantities of all appliances required for gardening. All items should be of standard brand and approved by University authority.
4. The contractor will maintain the equipment and other properties of GU in good condition. Damage to any equipment, appliances and other properties both movable and immovable of GU due to negligence, commission/omission of the contractor or his employees or agents shall be brought to the notice of the company for recovery of such damages from the amounts payable to the contractor, including the security deposit.
5. Proper maintenance of separate log sheets for each garden area shall be maintained and certified by the authority on regular base.
6. The contractor has to provide supervisory and management support by

Registrar

Signature of Bidder

his own staff to get the maximum output from the gardening force deployed at the Institute. Teaching and training to the Gardening & Maintenance staff has to be done by the contractor. The man and all materials needed for the management of the gardening staff will be the responsibility of the contractor.

WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection of all debris of the gardens should be transported and disposed to dumping site.

Note: GU shall have the right from time to time during the course of the work, to instruct in writing to Contractor any alteration, omission, addition or variation in the Scope of Work. The difference in cost due to such variations shall be added to or deducted from the contract price and if in the opinion of the Contractor the variation would prevent it from meeting any of its obligation or guarantees in the contract, it shall immediately intimate the same in writing to GU failing which Contractor shall not be entitled to any modifications in the cost and will be required to carry out such obligation at its own cost.

CHAPTER 6

PERFORMA

The bidder is required to enclose the following documents as a part of his tender:

1. Information regarding Tenderer.
2. Performa for compliance to bid requirement.
3. Performa for letter of authority for attending Tender opening.
4. Performa for letter of authority for Signing and Negotiation.
5. Performa for Performance guarantee.
6. Performa for details of concurrent commitments.
7. Performa for details of Past experience in last 5 Years.
8. Performa for Exceptions / Deviations.
9. Check list.
10. Performa for Submission of Monthly progress bills
11. Format for Invoice Covering Letter
12. Checklist Enclosed with RA Bill.

PERFORMA-1

INFORMATION REGARDING TENDERERS (To be furnished with tender)

1. In case of partnership firm

- 1.1 Name of partners :
- 1.2 Whether the partnership is registered :
- 1.3 Date of establishment of firm :
- 1.4 Whether each of the partners of firm pays Income tax over Rs. 10,000/- a year and if not , which of them pays the same. :

1.5 ADDRESS OF BUSINESS

2. In case of limited liability company or company limited by guarantees

- 2.1 Amount of paid up capital :
- 2.2 Name of Directors
- 2.3 ADDRESS OF BUSINESS :

3. In Case of Sole Proprieter

- 3.1 Name of sole Proprieter
- 3.2 Date of establishment (with proof)
- 3.3 ADDRESS OF BUSINESS

Name, Signature and stamp of Bidder**NOTE: PROOF OF THE DETAIL TO BE SUBMITTED**

Registrar

Signature of Bidder

PERFORMA -2
COMPLIANCE TO BID REQUIREMENT

To:
THE REGISTRAR, GUJARAT UNIVERSITY
Gujarat University Campus,
Near L D Engineering College,
Navrangpura, Ahmedabad-380009

Sub: COMPLIANCE TO BID REQUIREMENT

Name of Work: Bid

Document No:

We confirmed that our bid complies with the total techno-commercial requirements of bidding documents including Addendums (if any) without any deviation.

Name, Stamp and Signature of Bidder

Registrar

Signature of Bidder

PERFORMA-3

LETTER OF AUTHORITY FOR ATTENDING TENDER OPENING

Ref:
Date :

To,
The Registrar, Gujarat University
Gujarat University Campus,
Near L D Engineering College,
Navrangpura, Ahmedabad-380009

Sub :- _____

Tender No.:- _____

Dear Sir,

Shri _____ has been authorised to be present at the time of opening of above tender due on _____ at the above address on my/ our behalf.

Yours faithfully,

Signature of Bidder

Copy to: Shri _____ for information and for production before the tender opening officers at the time of tenders.

Name, Signature and stamp of Bidder

Registrar

Signature of Bidder

PERFORMA-4**LETTER OF AUTHORITY FOR SIGNING & NEGOTIATIONS**

Ref:
Date :

To,
The Registrar, Gujarat University
Gujarat University Campus,
Near L D Engineering College,
Navrangpura, Ahmedabad-380009

Sub: - _____

Tender No.:- _____

Dear Sir,

We _____ of _____ do here by
_____ confirm that

(Name & Address) is authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender invitation No. _____ mentioned above. We confirm that we shall be bound by all and what –so- ever our said agents shall commit.

Yours faithfully

Name, Signature and stamp of Bidder

Registrar

Signature of Bidder

PERFORMA -5

PERFORMA FOR PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No.

Dated:

To,
The Registrar, Gujarat University,
Gujarat University Campus,
Near L D Engineering College,
Navrangpura, Ahmedabad-380009

- 1) In consideration of Gujarat University, having its Registered Office at Gujarat University Campus, Near L D Engineering College, Navrangpura, Ahmedabad, Gujarat (State), India (hereinafter referred to as "OWNER" which expression shall unless repugnant to the context or meaning thereof include all its Successors, Administrators or meaning thereof include all its successors, administrators, executors and assignees) having entered into a Contract No. _____ Dated _____ for _____ (hereinafter called "the Contract" which expression shall include all the amendments thereto) with M/s. _____ (hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof mean and include all its Successors, Administrators, Executors and Assignees) and OWNER having agreed that the CONTRACTOR shall furnish to OWNER a Performance Guarantee for Rs. _____ (Rupees _____) for the faithful performance of the entire Contract.

- 2) We, (Name and full address of the bank with telephone and fax number) registered under the laws of _____ (Name of Country), having Head, Registered Office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors Administrators, Executors and Permitted Assigns) guarantee and undertake to pay immediately on first demand by OWNER in writing, the monies to the extent of Rs _____ (Rupees _____ Only) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by OWNER on the Bank by serving a written notice shall be conclusive and binding without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, arbitrator or any other authority and/or any other matter or thing whatsoever, or as liability under these presents being absolute and unequivocal.

Registrar

Signature of Bidder

We agree that the guarantee herein contained shall be irrevocable and unconditional and shall continue to be enforceable until it is discharged by OWNER in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative against the Bank.

- 3) The Bank also agrees that OWNER at its option shall be entitled to enforce this guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that OWNER may have in relation to the Contractor's liabilities. We further agree that multiple and partial drawings under this Guarantee are permitted, subject to the limits of this Guarantee and terms of the Contract.
- 4) The bank further agree that OWNER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractors from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OWNER against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contracts or for any forbearance, act or omission on the part of OWNER or any indulgence by OWNER to the said Contractors or any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.
- 5) The Bank further agree that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and all the dues of OWNER under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till OWNER discharges this guarantee in writing or till _____ (indicate the date of expiry of bank guarantee).
Whichever is earlier.
- 6) This guarantee shall not be discharged by any change in our constitution, in the constitution of OWNER or that of the Contractor.
- 7) The Bank confirms that this guarantee has been issued with observance of appropriate laws of the Country of issue.
- 8) The bank also agrees that this guarantee shall be governed and construed in accordance with India Laws and Subject to exclusive Indian Courts at Ahmedabad, India.
- 9) Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. _____ (Rupees _____ Only) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee) with a claim period of 6 months beyond the date of expiry.

We must receive any claim under this guarantee before the expiry of this Bank guarantee. If we have received no such claim by the said date, the rights of OWNER under this guarantee will cease. However, if such a claim has been

received by us by the said date, all the rights of OWNER under this guarantee shall be valid and shall not cease until we have satisfied that claim.

Notwithstanding anything contained herein above :

- a. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ Only) ;**
- b. This Bank Guarantee shall be valid upto _____ (indicate the date of expiry of bank guarantee); and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (indicate the date of expiry of bank guarantee plus one month for as claim period).

In witness whereof, the Bank through its authorized officers has set its hand and Stamp on this (indicate the date of bank guarantee).

(SIGNATURE)

Full Name, Designation and Official address (in legible letters) With Bank stamp

Attorney as per Power of Attorney No. Date:

WITNESS NO. 1
(Signature)
Full name and official address
Address
(in legible letters)

WITNESS NO. 2
(Signature)
Full name and official address
Address
(in legible letters)

PERFORMA-6

DETAILS OF CONCURRENT COMMITMENTS (To be furnished with tender)

Sr. No	Description of Work	Address of Client and Name & Phone number of Engineer-In -Charge	Contract Value	Scheduled Completion Date	% Of Completion as on Date	Expected date / Actual date of Completion	Remarks
1							
2							
3							
4							
5							
6							
7							
8							

NOTE:-

1. Certified copy of gardening work order to be attached.
2. Give the year wise information in chronology

Name, Signature and stamp of Bidder

Registrar

Signature of Bidder

PERFORMA-7

PAST EXPERIENCE IN LAST 5 YEARS,2011-12 To 2015-16

(To be furnished with tender)

Sr. No	Description of Work	Address of Client & Name of Engineer-In - Charge	Contract Value	Scheduled Completion Date	Actual Completion Date	Reason for Delay, if any
1						
2						
3						
4						
5						
6						
7						
8						

- Note: 1. Certified copy of gardening work completion certificate to be attached
2. Give the year wise information in chronology

Name, Signature and stamp of Bidder

Registrar

Signature of Bidder

PERFORMA-8

EXCEPTION/DEVIATION TO TENDER CONDITIONS

Any and all exceptions/deviations/conditions to the terms and conditions of TENDER NO.: _____ should be indicated here and submitted along with the Un priced Techno Commercial Bid without any price impact. Price impact, if any, of the exceptions/deviations shall be duly completed, in this Performa, and attached to the Priced Commercial Bid only. If the bidder does not intend to take any exception / deviation then he shall mark "No Exceptions Taken" in this Performa. If the Performa is left blank or if this sheet is not attached to the bid, then it will be presumed that bidder has not taken any exception/deviation/condition to the terms and conditions of the TENDER DOCUMENT. Owner shall not take cognizance of any exception/deviation/condition (if any) indicated elsewhere except in this Performa.

Tender No. – _____

Technical Part (attach to Unpriced Techno Commercial Bid)

Section No, Page No. and Clause No.	Description of exception/ deviation/ condition	Reason(s) for exception/ deviation/ condition	Whether there is a Cost impact? **	Effect on Commencement Date
			Yes / No	

** Please do not indicate the price impact, if any, here.

Tender No.- _____

Commercial Part (attach to Priced Commercial Bid) Currency: INDIAN RUPPIES

Section No., Page No. and Clause No.	Description of exception/ deviation/ condition	Reason(s) for exception/ deviation/ condition	Indicate Cost impact on bid price if exception is accepted / rejected by GU	Effect on Commencement Date

Note: Please make additional copies if necessary or use the exact format given above.

Name, Signature and stamp of Bidder

Registrar

Signature of Bidder

PERFORMA-9

CHECK LIST FOR TENDER NO.: _____

This portion of the bid document is intended to serve as a checklist to ensure that all information necessary to evaluate your proposal has been included.

Please tick mark / indicate Yes / No or Acceptable / Not Acceptable.

Sr. No	Description	Yes	No	Remarks if Any
1	Has the bidder quoted for full scope of work as specified in the tender?			
2	Has the bidder furnished the list of equipment that will be used in the performance of the work, along with their make, technical data, catalogue/brochure of the manufacturer, etc.?			
3	Has the bidder furnished the minimum personnel proposed to be assigned to this work in the format Provided?			
4	Has the bidder furnished its Quality Control Manual and/ or Quality Control Program along with the Bid?			
5	Confirm whether the bidder has submitted a Bid Bond			
6	Confirm whether the bidder agrees to furnish a Performance Bank Guarantee			
7	Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Contract except service tax.			
8	Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part.			
9	Has the bidder confirmed the Commencement Date?			

Registrar

Signature of Bidder

10	Confirm acceptance of Insurance liability as per Clause of the tender document.			
11	Confirm acceptance of Force Majeure provision as per mentioned in the draft Contract.			
12	Confirm acceptance of Penalty /compensation provision as per the bid document.			
13	Confirm acceptance provision for Arbitration as per Clause of the bid document.			
14	Confirm acceptance Taxes and Duties provision as per of the bid document?.			
15	Has bidder ensured that the all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder?			
16	Has bidder ensured that proof of the signing authority to legally bind the bidder is furnished?			
17	Does the bidder accept bid validity period?			
18	Have all the exceptions/deviations/conditions taken by the bidder, having cost impact or not, been			
19	Has the cost impact, if any, of the exceptions taken been attached with the Priced Commercial Bid?			

Name, Signature and stamp of Bidder

PERFORMA –10

Performa for Submission of Monthly progress bills

Contractor's RA bill and invoice in original & duplicate are to be submitted to University Engineer along with necessary documents as detailed in following manner and sequential.

- (i) Covering letter as per Performa No-12 (*In contractor's letterhead*).
- (ii) Invoice / Memorandum of payment (*In contractor's letterhead*)
- (iii) Check list duly filled as per Performa -13 and enclosed with Invoices

Note:

The Contractor shall submit invoice on satisfactory completion of complete Scope of Work request, issued by to University Engineer.

PERFORMA –11

Format for Invoice Covering Letter (On contractor's letterhead)

Ref. No.: Name of Contractor (in short form)/GU/Invoice No.____/Year

Date:

To,
The Registrar,
Gujarat University
Gujarat University Campus,
Near L D Engineering College,
Navrangpura, Ahmedabad-380009

Ref.: (a) P.O. No.:.....Date.....

Subject: - Submission of Invoice No. _____

Sir,
Enclosed please find the Invoice No. _____ against the work done for Turnkey Gardening services as per the instruction of -in-Charge in ----- base for Rs. _____

Submitted for your certification and payment release at the earliest.

Regards,

Name of In Charge

Designation

Format for Payment of Monthly Progress Bills

(In contractor's letterhead)

Invoice Address	Gujarat University	Customer	Gujarat University
Invoice No.		Date	
Service Tax Registration No.		PAN No.	
Category of Service Tax			

	Description of Work as per SCHEDULE-B	Unit Rate	Total Amount
Item No.			
Total			
Service Tax @--			
Education Cess @--			
Gross Total			
Amount In Words (-----)			

For, (Contractor's Name)

Name

Designation

(Rubber stamp / Seal)

PERFORMA -12

Check list	Check Point	Compliance Status (By Contractor)
1	PAN/TAN no. furnished or not in Invoice	
2	Service Tax registration No & Category of Services furnished in Invoice	
3	Copy of Chalan / Receipt of payment of Employees Provident Fund/ESIC for the stipulated term furnished or not?	
4	Copy of Wage Register is furnished or not?	
5	PBG validity & Status?	
6	Copy of Valid Workman Compensation Policy, Third party Liability Policy	
7	Certificate of respective HOD/Authority for satisfactory work done with copy of attendance register showing the monthly attendance	
8	Copy of chalan of labour cess paid to the concern authority	
9	Copy of chalan of service tax paid to the concern authority	

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ANNEXTURE-A

No. of daily personnel and monthly average to be kept compulsorily on respective building/campus

Sr. No.	Details of building/campus ding/campus	Daily No.of Gardener/worker to be kept for 8 hours duty	Monthly average man days considering 26 working days
1	TOWER BUILDING PLOT (8 NO.)	5	130
2	B.K.SCHOOL BLDG GARDEN (1 NO)	3	78
3	NEAR K.S.SCHOOL PLOT (1 NO)		
4	MANO VIGYAN BHAVAN BLDG (1 NO)		
5	SAMAJVIDHYA BHAVAN PLOT (1 NO)	1	26
6	BHASHA BHAVAN PLOT (1 NO)		
7	LIBRARY , SARDAR VANCHAN KENDRA , LIBRARY SCIENCE HALL PLOT (3 NO)	2	52
8	H.K.TRAINING CENTRE PLOT (1 NO)		
9	I.A.S.CENTER PLOT (1 NO)		
10	LAW BHAVAN PLOT (1 NO)	1	26
11	SCHOOL OF COMMERCE BLDG & PLOT (2 NO)		
	JAN SIKSHAN PLOT (1 NO)		
12	ZOOLOGY BLDG (1 NO)	2	52
13	HUMAN GENETIC CENTER (INNER AND OUTER GARDEN) BLDG & PLOT (2 NO)		
14	MOBILE / CLIMENT CHANGE ROOM BLDG & PLOT (3 NO)		
15	LIFE SCIENCE BLDG (1 NO)	2	52
16	CHEMISTRY PLOT (1 NO)		
17	ANALYTICS CHEMISTRY PLOT (1 NO)		
18	BIO-TECHNOLOGY PLOT (1 NO)		
19	BOTANY PLOT (3 NO)	2	52
20	MICRO BIOLOGY ,PLOT (2 NO)	1	26
21	FORENSIC SCIENCE DEPARTMENT BLDG (1 NO)		
22	DEFENCE STUDY BLDG (1 NO)		

23	ROLWALA COMPUTER CENTER PLOT (4 NO)	1	26
24	E M R C PLOT (1 NO)	1	26
25	NEW EXAM CENTER PLOT (3 NO)		
26	GUEST HOUSE PLOT(2 NO)	3	78
27	HEALTH CENTER PLOT(1 NO)		
28	BOYS HOSTEL CAMPUS GARDEN PLOT		
29	NRS HALL PLOT (3 NO)	2	52
30	<i>KULPATI BUNGLOWS</i> PLOT (2 NO)	2	52
31	REGISTRAR BUNGLOW PLOT (1 NO)	1	26
32	LADIES HOSTEL OLD BUILDING PLOT (1 NO)	1	26
33	LADIES HOSTEL NRI BUILDING (1 NO)		
34	TEACHERS QUARTER GARDEN PLOT (1 NO)	1	26
35	GANDHI CHOTRA PLOT (1 NO)		
36	ACADEMIC STAFF COLLEGE GUEST HOUSE PLOT (1 NO)	1	26
37	Supervisory staff for the work	2	52
	TOTAL	34	884

NOTE :

1. Internal change of man power shall be adjusted as per the requirement of university authority.
2. Internal cleanliness of residence quarter, flat, bungalows etc. does not fall within the scope of work.

PRICE / FINANCIAL BID

PART-II

Note : To be submitted online only

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PRICE / FINANCIAL BID
PART-II
SCHEDULE-B

ITEM SHOWING THE MEMORANDUM OF WORK TO BE CARRIED OUT

Sr. no	Qty	Description of item	Unit	Rate per month	Amount Per Year
1	2	3	4	5	6= 2x5
1	12	Comprehensive Gardening Service work as per scope & Tender clause for the work to be carried out in all the building and total campus (As per Annex- A) of Gujarat university including man power, material, appliances, machinery, and all taxes except service tax (service tax shall be paid for separately)	Per month		
		Total			

(Rupees in words _____)

Signature of contractor

I/C Registrar