

Gujarat University

Part I: Technical Bid

Tender No: GU/ESTATE/Garden/2023-24/04

**Tender
Document For**

**“Maintenance, up-gradation and
development of landscape in campus of
Gujarat University”**

Estate Section
Gujarat University
Navrangpura, Ahmedabad-380 009.
PBX 26301341 / 0342 /0343
Visit us: www.gujaratuniversity.ac.in

TENDER DOCUMENT

GUJARAT UNIVERISTY AHMEDABAD

Name of Work: Maintenance, up-gradation and development of landscape in campus of Gujarat University Ahmedabad -38009

TECHNICAL BID

	<u>Technical Bid</u> (to be submitted Physically)	
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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 “Maintenance, up-gradation and development of landscape in campus of Gujarat University Ahmedabad -38009”.

GU invites sealed tender under two stage two bid systems from experienced & Financially sound contractors. Last date of submission of tender is 10/10/2023

The general scope of work of this tender is to carry out Turnkey Maintenance, up-gradation and development of landscape in campus of Gujarat University Ahmedabad -38009 as mentioned in Chapter 6: Scope of Work and as per the terms and conditions mentioned in this tender.

Bidders are required to provide the tender fee of Rs. 2400/- (Rupees Two Thousand Four hundred only) to be sent with original copy of technical bid part-I in the form of in favor 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 80,000/- (Rupees Eighty Thousand Only) to be sent with original copy of technical bid part-I in the form of DD 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 rejected.

Proposals must comply 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 action 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

Chapter-1

GUJARAT UNIVERSITY

NOTICE INVITING ON-LINE TENDER

REGISTRAR, GUJARAT UNIVERSITY, AHMEDABAD

Tender No: GU/ESTATE/Garden/2023-24/04

Gujarat University invites Online Tenders for the work of :

Name of Work : Maintenance, up-gradation and development of landscape in campus of Gujarat University Ahmedabad -38009

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.

(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.	Maintenance, up-gradation and development of landscape in campus of Gujarat University Ahmedabad -38009	80,00,000/-	80,000/-	2400.00/-	10 % of Tendered cost

B) Schedule for e-tendering is fixed as under:

A	Site Visit (If any)	As per convenience of agency/contractor except holiday within office hours before submission of the bid.
B	Downloading Period of tender documents	FROM 18/09/2023 TO 09/10/2023
C	Submission of technical bid	Original – physical form MUST reach Room No.37,

	(part 1)-prequalification form and document including Tender fee, EMD, bank guarantee and all other supporting documents during office hours.	General Dept, Gujarat University, Ahmedabad before On or Before 14:00 Hrs 10/10/2023 Late submission SHALL be rejected. Note: Tender Fee & EMD MUST be keep in a separate sealed envelope. 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 must be through online portal latest by On or Before 18:00 Hrs, 09/10/2023
(vi)	Opening of technical bid-pre qualification form(part-1)	On 16 :00 Hrs 10/10/2023
(vii)	Online opening of Commercial/ Financial bid (part-2) Tender ONLY of the contractor/ agency who have succeeded in prequalification criteria	To be intimated ONLY to qualifying agencies after completion of pre-qualification verification

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	Maintenance, up-gradation and development of landscape in campus of Gujarat University 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 wishing to participate in this tender SHALL have to register on web site https://nprocur.com
3.0	Digital Certificate :
3.1	Bidders who wish to participate in online tenders SHALL 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:
	(n)Code solutions A division of GNFC 301, GNFC Info tower, Bodakdev, Ahmedabad- 380 054 (India) Tel : +91 26857316/17/18 Fax: +91 - 79 26857321

	E-mail: nprocure@gnvfc.net
3.3	Bidders who already have a valid Digital certificate need not procure a new Digital certificate.
4.0	Online 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 SHALL NOT be accepted.
4.4	Offer of Commercial/financial bid in physical form SHALL NOT be accepted in any case.
4.5	It is SOLELY the Bidder's responsibility to verify Online Corrigendum / Amendments till last submission date and time as well as before Final Submission of Bid. Gujarat University shall not accept any appeal for leniency on the said ground in any case.
5.0	Submission of Tender Fees, Bid Security and other Documents:
5.1	Tender Fee for works are as follows : Rs.2400/- (Rupees TWO Thousand Four Hundred only) Submitted by the agency in favor of " Registrar, Gujarat University ", payable at Ahmedabad from any Nationalized / Scheduled Bank except Co-operative Bank. DD MUST be valid up to 60 Days from the last date of submission of the bid.
5.2	Bid Security i.e. EMD : Rs.80,000/- (Rupees Eighty Thousand only) Submitted by the agency in favor of " Registrar, Gujarat University ", payable at Ahmedabad from any Nationalized / Scheduled Bank except Co-operative Bank. DD MUST be valid up to 60 Days from the last date of submission of the bid.
5.3	Other Documents required to be submitted by scanning through online :
a	As per Tender details
b	Certified true copy of Valid Bank Guarantee issued in Current Calendar Year 2022 valid for one year from the last permissible date of submission of the bid of not less than Rs.80,000/- 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.

	(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
8.0	General instructions:
8.1	The tender fees shall not be refunded under any circumstances.
8.2	Conditional tender shall not be accepted under any circumstances. A tender deemed conditional by Gujarat University authorities shall be rejected and tender fees and EMD given by the agency shall be seized by Gujarat University.
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.gujaratuniversity.ac.in on Tender option.
8.6	Free training 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 Info tower, Bodakdev, Ahmedabad- 380 054 (India). Bidders are requested to take benefit of the same.
8.7	The Gujarat University reserves all the rights to reject any or all tenders without assigning any reason thereof. No appeal on any such decision of Gujarat University shall be entertained.



CHAPTER-2
Instruction to Bidders (ITB)

A. GENERAL

- 1.0 INTRODUCTION
- 1.1 This tender pertains to Maintenance, up-gradation and development of landscape in campus of Gujarat University admeasuring approximately 270 acres of land.
- 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 Maintenance, up-gradation and development of landscape in campus of Gujarat University, herein after also referred as 'Services'.
- 2.0 BRIEF SCOPE OF WORK
Maintenance, up-gradation and development of landscape in campus of Gujarat University 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. Gujarat University 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 must be advised to visit and examine the site of works and its 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.
- 4.2 Claims and objections due to ignorance of existing conditions shall not be entertained by Gujarat University from the bidder after the submission of the bid and during implementation.

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. It shall be the bidder's responsibility to check for any/all amendments made by Gujarat University before submission of the bid.

8.0 CONFIDENTIALITY OF BIDDING DOCUMENT

8.1 The bidding document is and shall remain the exclusive property of the Gujarat University 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 issued, 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 Owner at any point during the bidding process.

C. PREPARATION OF BID

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.

10.0 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.

11.0 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 signed on each page as acknowledgement of the terms and conditions therein by the bidder 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 demanded.

ii) PART- II – Priced Bid/ Financial Bid SHAL BE SUBMITTED ONLINE ONLY

11.2 TECHNO-COMMERCIAL/UNPRICED BID

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

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-8)
- e) Tender Fee of Rs 2400/- (Rupees Two Thousand Four Hundred only) in form of a Demand Draft in favor of The Registrar, Gujarat University payable at Ahmedabad.
- f) Earnest money Deposit amount of Rs.2,00,000/- (Rupees Two Lakh only) in form of Demand Draft 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) Checklist duly filled (Performa – 9)
- l) Copy of GST Registration Certificate
- m) Contract Labour Registration and License
- n) Documentary Proofs of Permanent EPF Account and ESIC / Workmen's Compensation Certificate
- o) Audited Financial Results and copy of IT returns for last 3 years
- p) List/Brand of Equipment/Tools/Machines/Consumables/Materials to be used for all works mentioned in Scope of Work
- q) Details of concurrent commitments as per Performa (Performa –6)

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 through online e-tendering portal 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, seasonal conditions, cost of all royalties and taxes, local tax, welfare cess, any other tax including work contract tax, cost of stamp for agreement etc, and also any statutory variation in future towards above mentioned taxes and any other taxes if levied in future by statutory authority applicable to this contract that shall be entered into by the contractor with Gujarat University.

Gujarat University shall not entertain any claim whatsoever in this respect. Rate to be inclusive of GST and all other taxes applied to such work and same shall be clearly mentioned each in bill/invoice to be submitted to Gujarat University.

- 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 challan as 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.
- 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 or low 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 180 days from the date of opening the bid. The bidder shall not be entitled during the period of 180 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, bidder's EMD shall be seized 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 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.80,000/- (Rupees Eighty thousand Only) in form of Demand Draft 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.
- 13.2 Bid securities of the unsuccessful bidders will be discharged or returned, as promptly as possible after award of contract.
- 13.3 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 nationalized/ scheduled bank.
- 13.4 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 nationalized/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.

13.5 The bid security shall be denominated in the currency as mentioned in letter inviting bid.

14 ARRANGEMENT OF BID

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

14.3 All correction and overwriting shall be initialed by the bidder and be filled with same link.

D. BID SUBMISSION

15 The bidder shall seal the original copy and true copy 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-37 General Department,
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)

15.1 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".

15.2 If the Outer envelope is not sealed & marked as above, the GU shall assume no responsibility for the misplacement or premature opening of the bid.

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 Gujarat University 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 LATEBIDS

Any bid received by the GU after the deadline for submission of Bids will be declared "Late" and rejected.

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 must be through signed confirmation copy submitted in person. 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.

E. BID OPENING AND EVALUATION

19 OPENING OF BIDS

- 19.1 The technical Bid Part-I shall be opened in the presence of attending representatives of the bidder. The attending representative(s) of the bidder shall have to produce authorization letter from their competent authority, otherwise they shall 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.

20.0 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 shall 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 ONLY in requisite Performa shall 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 COMPLETE SCOPE OF WORK

The complete scope of work has been defined in the 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 shall not be considered.

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

24.0 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 shall result in the rejection of bid as well as forfeiture of the EMD.

F. AWARD OF CONTRACT

25.0 OWNERS RIGHT TO ACCEPT OR REJECT ANY BID

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

25.2 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.

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

25.4 GU reserves the right to award complete/partial work

26.0 NOTIFICATION OF AWARD

26.1 GU will notify the successful bidder in writing or by Fax of Intent / Letter of acceptance that their bid has been accepted. The Letter of Acceptance (LoA) will constitute the formation of a contract until the contract agreement has been signed.

27.0 Security Deposit

27.1 The CONTRACTOR shall have to pay /furnish the security deposit of 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 nationalized/scheduled bank as prescribed in Performa No.6, 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 12 months from the date of expiry of validity.

- 27.2 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.
- 27.3 Security Deposit of about 2.5% of total monthly bill amount shall be deducted from each bill.
- 27.4 The contractor shall have to pay/furnish the security deposit of 2.5% of total tendered amount of yearly contract value within 15 days of issue of letter of intent by demand draft of any nationalized scheduled bank in the name of Registrar Gujarat University payable at Ahmedabad.
- 27.5 Bank Guarantee shall be relieved within 30 Days of completion of work.
- 27.6 Rest of the security deposit shall be released after 3 Month of completion of work after settlement of all dues.

CHAPTER: 3
BID QUALIFICATION CRITERIA (QCBS Method)

Technical Bid part- I / Techno- Commercial

Only those bidders, which meet the following minimum criteria, will be considered for Evaluation of technical and price bids:

- The bidder must be in business of landscape execution & maintenance works for a minimum period of **Ten years** as on 2023-24 (Please attach certificate of incorporation of company)
- The applicant should have a register in R&B Department/Any Government Department “C Class” & Above
- The bidder must completed landscape Maintenance / Execution works in minimum 1 Projects in (Govt. or Semi Govt.) Institutes / Universities with landscaped area not less than **20 Hectares**.
- The bidder must have satisfactorily completed contracts/assignments in the field of only Landscape maintenance work (not in landscape execution) with at least ONE client for a value more than **Rs.80 Lakhs** per year or Minimum 2 contracts/assignments more than **Rs. 40 Lakhs** per year in last 3 years. (Please attach certificate of the client).
- The bidder must have at least **Rs. 200 Lakhs annual turnover** in each of last five financial years. {Please attach P&L Account statement & Balance sheets of FY 2022-23 2021-22, 2020-2021, 2019-2020, 2018–2019
- Copy of unaudited provisional certificate of last year By Chartered Account shall be submitted.
- The bidder must have minimum employee strength of 100 people (on Pay Roll). Copy of valid ESI & PF registration to be attached.
- The bidder must have ESIC Registration / PF Registration (Currently PF Challans and last 6 months ECR) / ISO certification / State or Central Govt. approved contractor (Copy of all Authorities registration to be also attached).

Submission of documents to assess pre-qualification criteria:

Bidders 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 proofs must be enclosed in PQ bid.

Bidder who qualifies the above criteria, shall ask for the presentation. The further evaluation shall be based on QCBS method as per Annexure- A.

PERIOD OF CONTRACT:

The total initial period of contract will be ONE year with provision to extend the contract for further period of TWO year subject to satisfactory performance, on the same terms and conditions at the absolute discretion of the owner.

ESCALATION / DE-ESCALATION: N/A

REJECTION OF TENDER (S):

The Owner reserves the right to reject any or all the tenders relating to the work under this Tender Document without assigning any reason whatsoever.

ANNEXURE – A

EVALUATION PROCESS:

Selection process shall be based on QCBS (Quality and cost based selection) method, which is as follows:

Part – I (Technical Evaluation)

PRESENTATION:

Bidder who qualifies the PQ criteria, shall ask for the presentation.

Sr. No.	Description	Marks (TS)
1	Company profile	20
2	Similar project work as per the PQ criteria	30
3	Methodology and work plan proposed	50
	TOTAL	100

- There will be a technical evaluation of the shortlisted firms and score of the same shall be called TS. Min 70 Marks are required for opening of the Financial Bid.
- In this, bidder has to make a presentation before an expert cum user committee constituted by the client as per tender requirement.
- Weightage of the TS shall be 70%.

Part –II (Financial Evaluation)

- Firm have to submit its financial proposal on www.nprocure.com, e-tender on-line bidding only.
- Financial bids of only those bidders shall be opened whose TS is 70 and above. The financial score shall be called FS.
- Weightage of the FS shall be 30%. Combined technical and financial score (CTFS) with proposed weightage shall be worked out as per the QCBS format given below and work will be awarded to the firm whose CTFS is highest.

FORMAT OF QCBS (QUALITY & COST BASED SELECTION)

Bid evaluation:

The evaluation will be carried out based on following marking system.

For evaluation rate of the Price Bid- Part-A shall be considered. The lowest rate \s of the Price-bid Part-B shall be offered to the successful bidder.

The Technical Bid will carry 70% and the price bid will carry 30% marks.

For Price bid L1 will be given weightage 30 marks And based on L1 others will be given marks as under Marks = $L1 / Bidders\ offer \times 30$

The marks of price bid will be added in Technical bid marks, Highest mark will be considered as L1.

The final award of work will be carried out with/without negotiation.

FORM "A"

ORGANIZATIONAL STRUCTURE

1	Name of the Company	
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	

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	
	2018-19	<u>Turn over (in Rs.)</u>
	2019-20	<u>Turnover (in Rs.)</u>
	2020-21	<u>Turnover (in Rs.)</u>
	2021-22	<u>Turnover (in Rs.)</u>
	2022-23	<u>Turnover (in Rs.)</u>
4	Name of Client	Contract Amount / Year
5	Name of 3 University / Institute (Govt. or Semi Govt.)	
	Name of University / Institute	
	Name of University / Institute	
	Name of University / Institute	

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

2. B. Scope of Work

2. B.1 Area of work

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

The areas currently earmarked as gardens are mentioned in the campus layout attached herewith the tender. The same shall be considered for the scope of garden maintenance at this stage. If Gujarat University proposes any new area for garden development during the period that the work-order given to the contract is in force, the same shall be added to the scope of this tender on pro-rata bases of the area of the garden.

In addition to the above scope, the overall campus greenery, hedge and other garden maintenance shall also be complete responsibility of the contractor awarded the work. No additional amount shall be payable for any work within the designated campus of Gujarat University.

2. B.2. Annual Contract for Landscape Development & Maintenance:

MONTHLY LANDSCAPE MAINTENANCE SCHEDULE

Sr.	Details	Season	Lawn / Grass	Shrubs / Hedge	Tree / Palm
1	Cleaning	All Season	Daily Routine	Daily Routine	-----
2	Mowing / Trimming / Pruning	Winter	At 10 Days an interval	At 10 Days an interval	-----
		Summer	At 8 Days an interval	At 10 Days an interval	-----
		Monsoon	At 8 Days an interval	At 10 Days an interval	3 times in a year
3	Watering	All Season	Daily Routine / As per Season	At 2 Days an interval (As per season)	At 5 Days an interval (As per season)
4	Aeration		-----	At 4 Days an interval	Twice in a month
5	Fertilizing		Three times in a year	Three times in a year	Three times in a year
6	Top Dressing		Once in a year	Once in a year/As Per Requirement	-----

- Contractor should have to follow the Monthly Landscape Maintenance Schedule.

2.B.3. General Instructions

1. Waste shall not be transferred from one bag to another. Bags should be tied when three fourths full.
2. Covered Trolleys must be used for transportation. Before final disposal/treatment, waste should be kept in specified location and in specific liners and containers.

2.B.4 General Requirements and Documentation to be maintained by the Contractor

- Organizational structure and line of authority
- Landscaping development & maintenance manual and all SOP (Standard Operating Procedures)
- List of equipment used
- Description for each category of landscaping development & maintenance
- Maintaining records / details of

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

A) Daily Services

Landscaping development & maintenance / cleaning services should be provided round the clock on all days including holidays, so that all areas are clean all the time. Working hours should be adjusted in such a manner that cleaning work should be completed well before the GU administrative and academic work starts. The requirement to complete the work will be different across the Institute, for example, the timings of staff in hostel would be different than timings of staff working in the administration block.

Landscaping Scope of Work:

- 1) Contractor has to put Gardener in every garden with all necessary equipment for half day.
- 2) Routine work like garden cleaning, watering, trimming and cutting of plants, lawn cutting etc. has to be done.
- 3) Garden or building surrounding grass, extra plants etc should be removed with particular equipment on regular interval and to be dumped outside the campus in a legally permitted format.
- 4) Anti-termite treatment, necessary fertilization should be done on regular interval.
- 5) Extra grass between pavers and from trenches must be removed.
- 6) Trees must be trimmed on requirement of GU. Broken or dangerously bent trees and dead trees must be removed and carted outside campus or particular place within 24hrs.
- 7) Extra grass around Overhead Tank, every electrical sub-station must be removed on demand.
- 8) Garden waste and debris should be collected at one place and disposed with use of tractor, trolley etc. immediately.
- 9) Grass and plants growing on all terraces must be removed every month.
- 10) Contractor should appoint supervisor/ supervisors and he should be in daily contact with Estate Department Official and must give suitable solutions of all complains. If suitable solutions of complains are not given within time limits, contractor has to pay Fine as per University decision.
- 11) Contractor should paint and whitewash trees and posts on regular interval. NO extra charges will be paid for said work.
- 12) Supply and procurement of seasonal seeds, plants should be provided on demand of Estate Department.
- 13) Electrical lawn removal should be provided for lawn cutting and its repairing cost and wire cost will be on contractor.

- 14) Any damage is done due to irresponsibility of contractor's staff, it will be recovered from contractor's bill.
- 15) Any machine, which is damaged, or not working must be replaced immediately.
- 16) Contractor is responsible for its materials. University will not be responsible for any damage or accident of Gardner in any manner.
- 17) Any Gardner or Supervisor will found non-productive, contractor has to replace that person immediately.
- 18) Any workmen/woman BELOW 18 YEARS are Strictly NOT ALLOWED to be appointed for the work.
- 19) Contractor has to provide extra manpower and equipment for development of any new facility or gardens.
- 20) Any damaged trees due to rain or storms are to be removed immediately on its own.
- 21) Watering the plants on day-to-day basis or as and when required according to seasonal changes as the case may be to keep the plants in healthy condition.
- 22) Plant protection measures by using suitable insecticides and pesticides as per the directions of Authorized officials of Gujarat University.
- 23) Watering the potted plants on day-to-day basis or as and when required according to seasonal changes as the case may be to keep the plants in healthy condition.
- 24) Raising of seasonal flowers-summer, rainy and winter season by sowing the seeds, transplanting the seedlings and maintaining the same for cut flowers and for flower show competition as required.
- 25) Fungicides order and spray Fungicide as needed (Bavistin, copper, sulphate, Bordeaux mixture, Thiram, Vita ax, Carbendazim, Chau Batia paint etc.)
- 26) Manure has to be well dried, cleaned, powdered and applied as per the instruction of Garden supervisor of GU. (Horticulture)

(c) LANDSCAPING Development & Maintenance Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the Contractor:-

C.2. Management / LANDSCAPING Development & Maintenance Service Requirements/ Complaints Report

This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or staff deployed by the Contractor will be registered at site on a computer and should be reported to Caretaker/Supervisor or any other designated official.

Requirement of Garden Tools for Maintenance works

<u>Sr.</u>	<u>Name of Tools</u>	<u>Qty.</u>	<u>Rate / No. / Day/Deduction</u>
1	Electric Lawn mowers	5	75
2	Tractor type(Ride on) lawn mower machine	1	100
3	Diesel Grass Trimmer	1	30
4	Telescopic Tree Trimmer	1	20
5	Hedge Scissors	15	5
6	Khurapis	30	3
7	Pavada	12	5
8	Kudalis	8	5
9	Tagara	15	5
10	Pedal Rickshaw	3	30
11	Garden Hose Pipe (30 Mt.)	35 Bundles	10
12	Datarada	8	10
13	Dhariya	8	10
14	Rope	4	5
15	Sweeping for Zadu	30	5
16	Sprayer (Knapsack)	2	15
17	Sprinklers	35	5
18	Dustbins	15	5
19	Tractor with trolley	01	500
20	Long Cutter	04	50
21	Branch Cutter	04	50
22	Chain saw machine	02	40
23	Trolley for Shifting plants, pots and material	01	300
24	Kulhadi for Tree Trimming	05	15
<p align="center">Note: These rates are only for Deduction of amount when contractor have not available equipment's on site on daily.</p>			

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-venturers, 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

GENERAL OBLIGATION

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.

3.0 TIME FOR PERFORMANCE

- 3.1 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.
- 3.2 CONTRACTOR will prepare a detailed monthly or weekly program 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.

4.0 DELAYS BY OWNER OR ITS AUTHORISED AGENTS

4.1 In case the CONTRACTOR'S performance is delayed due to any act or Commission on the part of the OWNER or his authorized agents, then the

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.

4.2 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.

4.3 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.

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

5.0 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.

6 - TERMINATION BY OWNER

- 6.1 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:

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
- 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 equipments) 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.

The Contractor shall not give any sub-contract to carry out the obligation arising out of the contract.

- 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.

6.2 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.

7.0 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.

ENTIRE AGREEMENT/ WAIVERS

- 7.1 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
- 7.2 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.

8.0 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.

11.0 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- 11.1 The CONTRACTOR shall depute qualified LANDSCAPING Development & Maintenance personnel having sufficient experience in carrying out work of similar nature, to whom the equipments, 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 The Contractor shall not sublate any of the work to any sub-contractor. That is sub-contract is not allowed.

12. INDEMNITY AND LIABILITIES

12.1 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).

12.2 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:

- 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).*

12.3 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.

12.4 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 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 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.

12.5 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 willful 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.

12.6 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.

13. 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 defense 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.

13.1 If the gardener stop working for any reason no bill will be paid to the number of days.

14. CONFIDENTIALITY

14.1 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).

14.2 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, 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.

15. INVOICING AND PAYMENT

- 15.1 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 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.
- 15.2 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
- 15.3 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
- 15.4 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 Challans 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, Unavailed Leave salary, Notice pay & etc.
- 15.5 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 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.

15.6 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.

15.7 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

15.8 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

15.9 (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.

16.0 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.

17.0 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 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.

18.0 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.

19.0 LIQUIDATED DAMAGES

If Contractor for any reason other than Force Majeure, fails to timely mobilize 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,
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 or third party for the services relating to the Work.
6. According to schedule-B /Financial Bid, Bidder has to quote his rates. Building/ Campus wise numbers of sweepers/workers and supervisors are to be kept on each building/campus 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. Details of presence at the end of month shall be submitted dully certified by HOD with the bill. Amount for Number of presence lesser then the monthly average requirement is liable to be deducted from the bill. The rate of deduction for sweeper/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.

- 20.0** The Contractor shall supply the agreed number of personnel / manpower/ machinery for carting of Garden Waste for sweeping etc. to carry out the Work in accordance with the provisions of the Contract. In the event of supplying less personnel / manpower/machinery than agreed personnel / manpower/machinery on any given day, the liquidated damages shall apply as per above clause. 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.
- 20.1** 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.
- 20.2** 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.
- 20.3** 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.

- 20.4** 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 percent) 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.
- 20.5** By way of abundant caution it is clarified that during this period of delay, Contractor will not be eligible for any payment, whatsoever.
- 21.0 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.
- 22.0 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.

- 23.0 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.
- 24.0 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 Contractors 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 numbers 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.

- 25.5 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.
- 25.6 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).
- 25.7 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 as expressly provided under this Contract or otherwise authorized in writing by Owner.
- 25.8 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 time 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.
 - iii. GU shall not be responsible for any death, injury, damages or loss whether to Contractor as their agents, representatives or their employees resulting from any accident or by any other cause during operation and execution of the contract.

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 LANDSCAPING DEVELOPMENT & MAINTENANCE 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 LANDSCAPING DEVELOPMENT & MAINTENANCE 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 Labor (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.

The Contractor would provide the personal details with names, address, photograph Id proof of their personal deployed at campus.

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 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.

OTHER CLEANING AND MISCELLANEOUS JOBS:

1. Other petty jobs given from time to time on daily basis.
2. Any other cleaning and other miscellaneous jobs as per directions of from concerned authority from time to time on daily basis.
3. Cutting and removal of grass or unwanted jungle plants, as and where required.
4. Swiping and collecting daily garbage of trees and plants and disposal of the same by tractor trolley at the suitable place as and where required.

Safety:

1. 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.

TRANSPORT

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

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 utility workers for day-to-day gardening work.
3. The contractor shall provide a team of adequate number of personnel. In addition, the Contractor shall be entitled to appoint supervisor has to supervise the SERVICES under this agreement. as per annexure-A
4. Minimum monthly average labor requirement shall be as per annex-A follows (Contractor may be required to deploy additional manpower in case of requirement to cope up the task and scope of work. No additional payment shall be made for the same)
5. Building / campus wise register for the presence shall be maintained daily, which shall be sign by the concern HOD/ Authority. Copy of monthly presence to be submitted with monthly bill
6. The contractor must employ adult and skilled labor only. Employment of child labor 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. In order to maintain quality services and minimize operational problems, the contractor must rotate the staff once in six months with prior written intimation to GU.
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 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. The contractor on yearly basis shall carry out health check-up of the staff & 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, as per Gujarat University Campus & all Building specification 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.
11. The Contractor must employ adult(above 18years of age) and skilled (Well mannered, trained and experienced) labour only. Employment of child labour will lead to the termination of the contract. The successful contractor 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.. In order to maintain quality services and minimize operational

problems, the contractor must rotate the staff once in six months with prior written intimation to Gujarat University Campus & all Building.

EQUIPMENTS/CONSUMABLES:

1. Equipments / Gadgets required for cleaning and maintaining of the premises shall be in the scope of contractor and shall be responsible and liable for the maintenance and replacement of the equipment.
2. 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.
3. Proper maintenance of separate log sheets for each building and area shall be maintained and certified by the authority.
4. The contractor has to provide supervisory and management support by his own staff to get the maximum output from the house keeping force deployed at the Institute. Teaching and training to the LANDSCAPING Development & Maintenance staff has to be done by the contractor. The man and all materials needed for the management of the house keeping staff will be the responsibility of the contractor. The Institute will only pay the management fee or service charges with regard to manpower cost.

WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non-biodegradable garbage. Finally, the bidder will arrange for safe disposal of garbage up to satisfaction of client.

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.

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



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 authorized 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

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 all and what –so- ever our said agents shall commit shall bind us.

Yours faithfully

Name, Signature and stamp 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 (here in after 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. We agree that the guarantee herein contained shall be irrevocable and unconditional and shall continue to be enforceable until OWNER discharges it 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)



LIST OF APPROVED BANKS

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

1. All Nationalized Banks including the Public Sector Bank- IDBI Ltd.
2. Private Sector Banks - AXIS Bank, ICICI Bank and HDFC Bank.

(B) Guarantees issued by following Banks will be accepted as SD /EMD for period up to as per tender Terms. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1) Commercial Banks

1. Kotak Mahindra Bank
2. Yes Bank
3. RBL Bank Ratnakar Bank
4. IndusInd Bank
5. Karur Vysya Bank
6. DCB Bank
7. Federal Bank
8. South Indian Bank

2) Co-operative Banks of Gujarat

1. The Kalupur Commercial Co-operative Bank Ltd.
2. Rajkot Nagarik Sahakari Bank Ltd.
3. The Ahmedabad Mercantile Co-operative Bank Ltd.
4. The Mehsana Urban Co-operative Bank Ltd.
5. Nutan Nagarik Sahakari Bank Ltd.
6. Dena Gujarat Gramin Bank

-----XXXXX-----

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 landscape maintaining and development work order to be attached.
2. Give the year wise information in chronology



Name, Signature and stamp of Bidder

PERFORMA-7

PAST EXPERIENCE IN LAST 5 YEARS, 2022-23 to 2018-19

(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: Certified copy of landscape maintaining and development work completion certificate to be attached

2. Give the year wise information in chronology

Name, Signature and stamp of Bidder

PERFORMA-8

EXCEPTION/DEVIATION TO TENDER CONDITIONS

All exceptions/deviations/conditions to the terms and conditions of TENDER NO.: _____ should be indicated here and submitted along with the Unpriced 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

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?			

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 listed in the format			
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
LANDSCAPING Development & Maintenance 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	
Invoice No.		Date	
GST No.		PAN No.	
Registration No.			
Category of Service Tax			

Item No.	Description of Work as per SCHEDULE-B	Unit Rate	Total Amount
Total			
GST %			
Gross Total			
Amount In Words (-----)			

For, (Contractor's Name)

Name

Designation

(Rubber stamp / Seal)

PERFORMA -12

Check list for paym	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 Challan / Receipt of payment of Employees Provident Fund 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 challan of Labour Cess paid to the concern authority	
9	Copy of challan of service tax/GST paid to the concern authority	

NO.	DETAILS OF BUILDING /CAMPUS
1	BEHIND TOWER BUILDING GARDEN
2	B.K SCHOOL BUILDING GARDAN
3	K.S. SCHOOL BUILDING GARDEN
4	MANO VIGYAN BHAVAN GARDEN
5	SAMAJVIDHYA BHAVAN PLOT
6	BHASHABHAVAN GARDEN
7	BESIDE LIBRERY AND OPPOSITE VIDHYASHREE GARDEN BESIDE LIBRERY PLOT PLANTETION AREA FRONT OF LIBRERY GARDEN
8	NEAR SWAMI VIVEKANAND GARDEN
9	I.A.S CENTER GARDEN
10	LAW BHAVAN PLOT
11	BESIDE SCHOOL OF COMMERCE GARDEN
12	ZOOLOGY BUILDING GARDEN
13	HUMAN GENETIC CENTER [INNER AND OUTER GARDEN]
14	MOBILE/CLIMENT CHANGE GARDEN
15	LIFE SCIENCE BUILDING INNER GARDEN
16	CHEMISTRY NEW BUILDIND AND OLD BUILDING GARDEN
17	ANALYTICS CHEMISTRY PLOT
18	BIO-TECHNOLOGY PLOT
19	BOTANY GARDEN
20	MICROBIOLOGY GARDEN
21	FORENSIC SCINCE DEPARTMENT
22	DEFENCE STUDY INNER GARDEN
23	ROLWALA COMPUTER CENTER GARDEN
24	E.M.R.C. BOTH SIDE GARDEN AND PLANTETION
25	NEW EXAM CENTER GARDEN BEHIND EXAM CENTER PLANTETION
26	GUEST HOUSE GARDEN
27	HEALTH CENTER GARDEN OPPOSITE HELTH CENTER GARDEN
28	BOYS HOSTEL CAMPUS GARDEN AND PLANTETION

29	NRS HALL GARDEN
30	KULPATI BANGLOWS GARDEN
31	REGISTAR BUNGLOWS GARDEN
32	LADIES HOSTEL OLD BUILDING GARDEN
33	LADIES HOSTEL NRI BUILDING GARDEN
34	TEACHERS QUARTER GARDEN PLOT
35	GANDHI CHOTRAPLOT
36	ACADEMIC STAFF COLLAGE GUEST HOUSE PLANTETION AND PLOT
37	OPPOSITE PHYSICS AND MATHS BUILDING GARDEN
38	CANTEEN GARDEN
39	NEW AND OLD MATHS BUILDING GARDEN
40	ALL OPEN PLOT PLANTETION, POTS AND NEW PLANTETION
41	OPPOSITE AMUL PARLOURPLANTETION
42	BEHIND PRESS DEPARTMENT PLANTETION
43	SPORTS COMPLEX GARDEN, PLANTETION OPEN PLOT
44	PHYSICS BUILDING PLANTATION AND POTS
45	WORKSHOP
46	KADAMB BUILDING
47	OPP. ATAL KALAM BUILDING
48	G U S E C GARDEN
49	KARGIL BUILDING
50	OPEN AIR THEATRE GARDEN

Note:-The above list is for current campus garden information it is likely to change as new gardens are developed.